



## UTILITY & INFRASTRUCTURE BOARD

July 10, 2018

4:00 P.M.

Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room,  
400 East Military, Fremont Nebraska

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### **REGULAR MEETING:**

1. Meeting called to order
2. Roll call

**CONSENT AGENDA:** *All items in the consent agenda are considered to be routine by the Utility and Infrastructure Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.*

3. Approve minutes of June 26, 2018.
4. Consider Accounts Payable through July 10, 2018.
5. Receive Investments Report.

### **REGULAR AGENDA:**

6. Consider Bid for Arc Flash Study at Wastewater Treatment Plant.
7. Consider Supplemental Agreement No. 1 for the Installation of Traffic Signals at the intersection of Broad Street (U.S. Hwy 77) and Cloverly Road.
8. Consider Supplemental Agreement No. 5 for professional services for the Johnson Road Trail Project.
9. Consider Amended Lease Agreement for Verizon tower.
10. Consider Contract Award for Municipal Financial Advisor.
11. City Administrator Update (no board action is requested).
  - a. Solar Power Agreement for Solar
  - b. Data Center
12. Adjournment

The agenda was posted at the Municipal Building on July 6, 2018. The agenda and enclosures are distributed to Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2<sup>nd</sup> floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

**CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD  
JUNE 26, 2018 - 4:00 P.M.**

A meeting of the Utility and Infrastructure Board was held on June 26, 2018 at 4:00 p.m. in the 2<sup>nd</sup> floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on June 22, 2018 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

**ROLL CALL**

Roll call showed Board Members Sawtelle, Shelso, and Vering present. Bolton and Hoegemeyer absent. 3 present, 2 absent. Others in attendance included Brian Newton, City Administrator; Troy Schaben, Asst. City Admin-Utilities; Jody Sanders, Dir of Finance; Jeff Shanahan, Power Plant Supt.; Keith Kontor, WWTP Supt.; Dave Goedeken, Public Works Director; Jan Rise, Admin Services Dir.; Kirk Hillrichs, Gas Dept Supt.; Dean Kavan, Warehouse Sup.; and Lottie Mitchell, Exec. Assist.

**CONSENT AGENDA**

Moved by Member Vering and seconded by Member Shelso to approve items 3-5 (Minutes from June 12, 2018, Accounts Payable through June 26, 2018, and the Collections Report). Motion carried 3-0.

**CONSIDER BID FOR UNIT 7 TURBINE AND GENERATOR INSPECTION AT LON D. WRIGHT POWER PLANT.**

Shanahan explained is routine, budgeted inspection. Moved by Member Shelso and seconded by Member Vering to recommend to City Council to approve bid from HPI Mechanical Services in the amount of \$265,597.46 for Unit 7 Turbine and Generator Inspection at Lon D. Wright Power Plant. Motion carried 3-0.

**CONSIDER CHANGE ORDER TO CONTRACT WITH NPL CONSTRUCTION COMPANY FOR GAS EXTENSIONS TO GALLERY 23 EAST.**

Hillrichs explained reason for change order. Moved by Member Vering and seconded by Member Shelso to recommend to City Council to approve the change order to NPL Construction Company in the amount of \$4,250.00 for Gas Extensions to Gallery 23 East. Motion carried 3-0.

**CONSIDER BID FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) UPGRADE.**

Kaspar reviewed process thus far and explained what the SCADA system will do. Moved by Member Shelso and seconded by Member Vering to recommend to City Council to approve Bid from Emerson Process Management Power & Water Solutions, Inc. in the amount of \$2,086,050.00 for Supervisory Control and Data Acquisition (SCADA). Motion carried 3-0.

**CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).**

Newton gave update on potential Data Center in the Fremont Business Park. Mitchell reviewed request for Electric Vehicle Incentive Program.

**ADJOURNMENT**

Moved by Member Vering and seconded by Member Shelso to adjourn at 4:49 p.m. Motion carried 3-0.

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Allen Sawtelle, Chairman

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Toni Vering, Secretary

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David Shelso

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Erik Hoegemeyer

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Gary Bolton

## STAFF REPORT

**TO:** Utility and Infrastructure Board (UIB)  
Brian Newton, City Administrator  
Troy Schaben, Assistant City Administrator - Utilities

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** July 5, 2018

**SUBJECT:** Claims

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**Recommendation:** Move to approve June 27 through July 10, 2018 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

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**Background:** Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on July 12 and 26, 2018 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Construction, transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill and Central Plains Energy Project (CPEP).
- Coal purchases from Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

**Fiscal Impact:** Utility funds claims total                   \$ **6,363,028.90**

EAL DESCRIPTION: EAL: 06262018 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/25/2018
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2018
Disbursement year/per . . . . .	2018/09
Payment date . . . . .	06/26/2018

Electric Fund – 051  
Water Fund – 053  
Sewer Fund – 055  
Gas Fund – 057

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003109	00	UPS						
5E9752258			00	06/25/2018	051-5001-940.60-79	6/23/18 Serv Chrg Share	6.75	
5E9752258			00	06/25/2018	051-5001-940.60-79	6/23/18 Serv Chrg Share	6.75	
5E9752258			00	06/25/2018	051-5105-502.60-79	Teledyne Monitor Labs	78.60	
VENDOR TOTAL *							92.10	
TOTAL EXPENDITURES ****							92.10	
GRAND TOTAL *****								92.10

EAL DESCRIPTION: EAL: 06282018 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/28/2018
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2018
Disbursement year/per . . . . .	2018/09
Payment date . . . . .	06/28/2018



PROGRAM: GM339L

AS OF: 06/28/2018

PAYMENT DATE: 06/28/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20180628	00	CEI PR0628	00	06/28/2018	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	142,163.34
						VENDOR TOTAL *	.00	142,163.34
0001964 20180614 20180628	00	IBEW LOCAL UNION 1536 PR0614 PR0628	00	06/28/2018 06/28/2018	051-0000-241.00-00 051-0000-241.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	1,898.56 1,828.98	
						VENDOR TOTAL *	3,727.54	
0002999 20180628	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0628	00	06/28/2018	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
						VENDOR TOTAL *	35.00	
0005002 20180628	00	NATIONAL ACCOUNT SYSTEMS OF OMAHA PR0628	00	06/28/2018	051-0000-241.00-00	PAYROLL SUMMARY	608.81	
						VENDOR TOTAL *	608.81	
0004653 20180628	00	NEBRASKA DEPT OF REVENUE-GARNISHMNT PR0628	00	06/28/2018	051-0000-241.00-00	PAYROLL SUMMARY	40.00	
						VENDOR TOTAL *	40.00	
0004192 20180628	00	PAYROLL EFT DEDUCTIONS PR0628	00	06/28/2018	051-0000-241.00-00	PAYROLL SUMMARY	168,107.78	
						VENDOR TOTAL *	168,107.78	
						EFT/EPAY TOTAL ***		142,163.34
						TOTAL EXPENDITURES *****	172,519.13	142,163.34
					GRAND TOTAL	*****		314,682.47

Prepared 6/27/18, 14:40:51  
Pay Date 6/28/18  
Primary FIRST NATIONAL BANK

CITY OF FREMONT  
Direct Deposit Register

Page 35  
Program PR530L

Account Number		Employee Name	Social Security	Deposit Amount		
					Final Total	274,542.48
					Count	177

EAL DESCRIPTION: EAL: 07022018 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/02/2018
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2018
Disbursement year/per . . . . .	2018/10
Payment date . . . . .	07/02/2018

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003109	00	UPS						
5E9752268			00	07/02/2018	051-5001-940.60-79	6/30/18 Serv Chrg Share	13.50	
5E9752268			00	07/02/2018	051-5001-940.60-79	6/30/18 Serv Chrg Share	13.50	
5E9752268			00	07/02/2018	051-5001-940.60-79	City - eBay Sale	37.94	
5E9752268			00	07/02/2018	057-8205-870.60-79	Industrial Electronic Rep	26.80	
VENDOR TOTAL *							91.74	
TOTAL EXPENDITURES ****							91.74	
GRAND TOTAL *****								91.74

DEPARTMENT OF UTILITIES  
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 7/10/18

AJ		WITHDRAWAL			WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
7611	TSYS MERCHANT SOLUTIONS	07/03/18	051-5001-903-60-77	CREDIT CARD FEES	1,536.77
7611	TSYS MERCHANT SOLUTIONS	07/03/18	051-5001-903-60-77	CREDIT CARD FEES	6,770.39
				TOTAL EXPENDITURES	8,307.16



# Nebraska and Local Sales and Use Tax Return

FORM  
10

Tax Cat. | Nebr. I.D. Number | Rpt. Code | Tax Period  
1 | 55808 | 1 | 6/2018

Reference No.: 01B004984523  
Date Filed: Mon, Jul 02, 2018 01:57:40 PM  
Scheduled Payment Amount: \$240,048.74  
Scheduled Payment Date: Wed, Jul 11, 2018

27753

Due Date: 07/20/2018

## NAME AND LOCATION

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 68025-5141

## NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 68025-5141

☐ Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed.  
New owners must apply for their own sales tax permit.

1	Gross sales and services .....	1	5,859,711.00
2	Net taxable sales .....	2	3,442,672.00
3	Nebraska sales tax (line 2 multiplied by .055) .....	3	189,346.96
4	Nebraska use tax .....	4	5,970.03
5	Local use tax from Nebraska Schedule I .....	5	1,668.80
6	Local sales tax from Nebraska Schedule I .....	6	43,137.95
7	Total Nebraska and local sales tax (line 3 plus line 6).....	7	232,484.91
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed \$75.00 per location).....	8	75.00
9	Sales tax due (line 7 minus line 8).....	9	232,409.91
10	Total Nebraska and local use tax (line 4 plus line 5).....	10	7,638.83
11	Total Nebraska and local sales and use tax due (line 9 plus line 10).....	11	240,048.74
12	Previous balance with applicable interest at 3.0% per year and payments received through .....	12	

13 BALANCE DUE (line 11 plus or minus line 12). Pay in full ..... 13 240,048.74

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

## NE Sales & Use Tax for the month of June 2018

Sales Tax Payable	051-0000-236-0000	\$	232,484.87
Sales & Use Tax	051-0000-236-0100	\$	7,607.06
	053-0000-236-0100	\$	14.48
	057-0000-236-0100	\$	17.29

Collection Fee	051-5001-421-0000	\$	74.96
Cash/Total Due	051-0000-131-0000	\$	240,016.97
	053-0000-131-0000	\$	14.48
	057-0000-131-0000	\$	17.29

EAL DESCRIPTION: EAL: 07052018 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/11/2018
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2018
Disbursement year/per . . . . .	2018/10
Payment date . . . . .	07/11/2018

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO							AMOUNT
9999999	00	SHALLBERG, MICHAEL A							
061918	SHALLBRG			00	07/11/2018	051-5105-548.50-04	M Shallberg/15 Panels	1,795.50	
VENDOR TOTAL *								1,795.50	
TOTAL EXPENDITURES ****								1,795.50	
GRAND TOTAL *****									1,795.50



PREPARED 07/05/2018 11:27:31  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07052018 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/11/2018
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

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Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2018
Disbursement year/per . . . . .	2018/10
Payment date . . . . .	07/11/2018

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
<hr/>								
0005098	00	ACCESS SYSTEMS						
INV628655	PI4770		00	07/11/2018	051-5001-922.60-65	PO NUM 047245	5,029.26	
INV628648	PI4771		00	07/11/2018	051-5001-922.60-65	PO NUM 047245	4,019.85	
						VENDOR TOTAL *	9,049.11	
0004276	00	AIRGAS USA LLC						
9076974066	PI4769		00	07/11/2018	051-5105-502.50-35	PO NUM 046954	EFT:	351.54
9076944808	PI4775		00	07/11/2018	051-5105-502.50-35	PO NUM 048428	EFT:	335.14
9077220722	PI4844		00	07/11/2018	051-5105-502.50-35	PO NUM 046954	EFT:	351.54
						VENDOR TOTAL *	.00	1,038.22
0003124	00	ALLIED ELECTRONICS INC						
9009599312	PI4950		00	07/11/2018	055-7105-502.50-35	PO NUM 048615	EFT:	335.90
						VENDOR TOTAL *	.00	335.90
0002612	00	ALTEC INDUSTRIES INC						
10968593	PI4776		00	07/11/2018	051-5205-580.50-48	PO NUM 048497	1,964.57	
10968593	PI4777		00	07/11/2018	051-5205-580.60-79	PO NUM 048497	22.11	
						VENDOR TOTAL *	1,986.68	
0005139	00	AON RISK SERVICES CENTRAL INC						
9500000141372			00	07/11/2018	051-0000-165.00-00	Broker Fee 7/2018-4/2019	9,215.56	
9500000141372			00	07/11/2018	051-5001-905.60-63	Broker Fee Apr-Jun 2018	2,384.44	
9500000141372			00	07/11/2018	053-0000-165.00-00	Broker Fee 7/2018-4/2019	3,455.83	
9500000141372			00	07/11/2018	053-6001-905.60-63	Broker Fee Apr-Jun 2018	894.17	
9500000141372			00	07/11/2018	055-0000-165.00-00	Broker Fee 7/2018-4/2019	3,455.83	
9500000141372			00	07/11/2018	055-7001-905.60-63	Broker Fee Apr-Jun 2018	894.17	
9500000141372			00	07/11/2018	057-0000-165.00-00	Broker Fee 7/2018-4/2019	6,911.67	
9500000141372			00	07/11/2018	057-8001-905.60-63	Broker Fee Apr-Jun 2018	1,788.33	
						VENDOR TOTAL *	29,000.00	
0002869	00	AQUA-CHEM INC						
00011997	PI4773		00	07/11/2018	055-7105-502.50-52	PO NUM 048194	870.10	
00012139	PI4774		00	07/11/2018	055-7105-502.50-52	PO NUM 048194	892.70	
00012286	PI4846		00	07/11/2018	055-7105-502.50-52	PO NUM 048194	1,005.70	
						VENDOR TOTAL *	2,768.50	
9999999	00	ARNOLD, ASHLEY M						
000069739	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	50.54	
						VENDOR TOTAL *	50.54	
0000430	00	ASPEN EQUIPMENT CO						
90028649	PI4853		00	07/11/2018	053-6205-583.50-48	PO NUM 048518	168.38	
90028649	PI4854		00	07/11/2018	053-6205-583.60-79	PO NUM 048518	28.44	
						VENDOR TOTAL *	196.82	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)						
521892	PI4778		00	07/11/2018	051-5105-502.50-35	PO NUM 048504	1,535.65	
522506	PI4943		00	07/11/2018	051-5105-502.50-35	PO NUM 048504	127.06	
522506	PI4944		00	07/11/2018	051-5105-502.60-79	PO NUM 048504	14.26	

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)						
						VENDOR TOTAL *	1,676.97	
9999999	00	BENNETT, CRYSTAL D						
000076509	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	282.01	
						VENDOR TOTAL *	282.01	
0004558	00	BLT PLUMBING HEATING & A/C INC						
16171	PI4799		00	07/11/2018	055-7105-502.60-59	PO NUM 046579	105.00	
						VENDOR TOTAL *	105.00	
9999999	00	BOESCH, TYLER J						
000073325	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	68.59	
000073325	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	65.71	
						VENDOR TOTAL *	134.30	
0003545	00	BOMGAARS SUPPLY INC						
16345032	PI4920		00	07/11/2018	053-6205-583.50-35	PO NUM 046536	10.68	
						VENDOR TOTAL *	10.68	
0002902	00	BORDER STATES / KRIZ-DAVIS						
915511184	PI4761		00	07/11/2018	051-0000-154.00-00	PO NUM 048134	EFT:	229.19
915523270	PI4767		00	07/11/2018	051-0000-154.00-00	PO NUM 048578	EFT:	532.86
915560291	PI4820		00	07/11/2018	051-0000-154.00-00	PO NUM 048282	EFT:	107.86
915554386	PI4826		00	07/11/2018	051-0000-154.00-00	PO NUM 048611	EFT:	389.19
915581425	PI4918		00	07/11/2018	051-0000-154.00-00	PO NUM 048621	EFT:	301.37
915544344	PI4925		00	07/11/2018	051-5205-580.50-35	PO NUM 046547	EFT:	30.96
915535027	PI4836		00	07/11/2018	055-7105-502.50-35	PO NUM 046547	EFT:	83.70
915555104	PI4837		00	07/11/2018	055-7105-502.50-35	PO NUM 046547	EFT:	49.54
915555107	PI4838		00	07/11/2018	055-7105-502.50-35	PO NUM 046547	EFT:	92.00
915586192	PI4926		00	07/11/2018	055-7105-502.50-35	PO NUM 046547	EFT:	207.52
915581423	PI4940		00	07/11/2018	055-7105-502.50-35	PO NUM 048447	EFT:	1,965.33
						VENDOR TOTAL *	.00	3,989.52
9999999	00	BROSE, JEVYN J						
000076403	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	77.28	
						VENDOR TOTAL *	77.28	
9999999	00	BUCKLEY, COLE K						
000074407	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	65.43	
						VENDOR TOTAL *	65.43	
0004518	00	CAPPEL AUTO SUPPLY INC						
236922	PI4936		00	07/11/2018	051-5001-940.50-48	PO NUM 046570	95.67	
237309	PI4843		00	07/11/2018	053-6205-583.50-48	PO NUM 046570	146.29	
						VENDOR TOTAL *	241.96	
9999999	00	CASENA, ALEXANDER L						
000075483	UT		00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	26.51	
						VENDOR TOTAL *	26.51	
0000584	00	CEI						

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 JUL 18 WC	00	CEI	00	07/11/2018	051-5001-919.20-29	July 2018 Worker Comp	EFT:	27,083.33
						VENDOR TOTAL *	.00	27,083.33
0004615 061812A197	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*	00	07/11/2018	057-8205-807.50-02	June '18 Dth	24,412.50	Natural gas purchase
						VENDOR TOTAL *	24,412.50	
0002951 1346737-00	00	CENTRAL STATES GROUP PI4765	00	07/11/2018	051-0000-153.00-00	PO NUM 048535	272.70	
						VENDOR TOTAL *	272.70	
0004155 173482	00	CIVICPLUS PI4949	00	07/11/2018	051-5001-922.60-65	PO NUM 048603	11,157.93	
						VENDOR TOTAL *	11,157.93	
0005036 413706 413706	00	CLARK-RELIANCE CORP / ICON MGMT SYS PI4819 PI4847	00	07/11/2018 07/11/2018	051-0000-153.00-00 051-5105-502.60-79	PO NUM 048201 PO NUM 048201	404.46 21.40	
						VENDOR TOTAL *	425.86	
0004524 ACC-18-0605	00	CLOUD PEAK ENERGY RESOURCES *WIRE*	00	07/11/2018	051-0000-152.00-00	6/26/18 tons	166,958.91	Coal purchase
						VENDOR TOTAL *	166,958.91	
9999999 000069185	00	COX, JENNIFER D UT	00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	100.45	
						VENDOR TOTAL *	100.45	
9999999 000076563	00	CUPPLE, SHAWN A UT	00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	152.26	
						VENDOR TOTAL *	152.26	
0003185 BFPB002860618	00	DEPARTMENT OF ENERGY	00	07/11/2018	051-5105-555.50-00	June 2018	EFT:	44,233.35 WAPA
						VENDOR TOTAL *	.00	44,233.35 Power purchase
0001313 1CCS332016 120304 1TCS336527 1TCS336527	00	DILLON CHEVROLET FREMONT INC, SID PI4906 PI4874 PI4989 PI4990	00	07/11/2018 07/11/2018 07/11/2018 07/11/2018	051-5001-940.60-59 051-5205-580.50-48 057-8205-870.50-48 057-8205-870.60-59	PO NUM 048584 PO NUM 046541 PO NUM 048630 PO NUM 048630	1,399.82 100.05 393.05 348.00	
						VENDOR TOTAL *	2,240.92	
0001072 2018 KIA NIRO	00	DODGE COUNTY TREASURER	00	07/11/2018	051-5001-950.80-50	Tax/Title '18 Kia Niro-PP	2,021.74	
						VENDOR TOTAL *	2,021.74	
9999999 000075257	00	DRDA, BREE UT	00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	160.85	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	DRDA, BREE						
						VENDOR TOTAL *	160.85	
0003091	00	DUTTON-LAINSON CO						
S713-1		PI4913	00	07/11/2018	051-0000-154.00-00	PO NUM 048146	EFT:	346.68
780408-2		PI4914	00	07/11/2018	051-0000-154.00-00	PO NUM 048277	EFT:	134.82
						VENDOR TOTAL *	.00	481.50
0003087	00	EAKES OFFICE SOLUTIONS						
7541916-0		PI4766	00	07/11/2018	051-0000-154.00-00	PO NUM 048543	176.16	
7541916-1		PI4822	00	07/11/2018	051-0000-154.00-00	PO NUM 048543	203.25	
						VENDOR TOTAL *	379.41	
0005137	00	ELDER CORPORATION						
30688		PI4942	00	07/11/2018	051-5205-580.60-61	PO NUM 048492	3,500.00	
						VENDOR TOTAL *	3,500.00	
0004551	00	ELEMETAL FABRICATION LLC						
10773		PI4827	00	07/11/2018	051-0000-153.00-00	PO NUM 048637	507.99	
24889		PI4919	00	07/11/2018	051-0000-153.00-00	PO NUM 048659	309.76	
10691		PI4842	00	07/11/2018	051-5105-502.50-35	PO NUM 046557	24.82	
						VENDOR TOTAL *	842.57	
0004262	00	ELSTER AMERICAN METER CO LLC						
91268224		PI4912	00	07/11/2018	057-0000-154.00-00	PO NUM 047844	12,759.75	
91268224		PI4939	00	07/11/2018	057-8205-870.60-79	PO NUM 047844	131.45	
						VENDOR TOTAL *	12,891.20	
0001091	00	EMANUEL PRINTING INC						
9006-9007		PI4947	00	07/11/2018	051-5001-920.50-31	PO NUM 048575	373.15	
						VENDOR TOTAL *	373.15	
9999999	00	ERICKSON, PAIGE						
000072777		UT	00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	141.07	
						VENDOR TOTAL *	141.07	
0004154	00	ERIKSEN CONSTRUCTION CO INC						
669 #11		PI4997	00	07/11/2018	055-7105-502.60-58	PO NUM 046344	934,749.83	Waste water treatment plant improvements (Draw 11)
						VENDOR TOTAL *	934,749.83	
0002050	00	FASTENAL CO						
NEFRE156970		PI4824	00	07/11/2018	051-0000-154.00-00	PO NUM 048568	EFT:	264.62
NEFRE156854		PI4830	00	07/11/2018	051-5001-940.50-35	PO NUM 046542	EFT:	39.52
NEFRE156774		PI4921	00	07/11/2018	051-5001-940.50-35	PO NUM 046542	EFT:	28.84
NEFRE156969		PI4831	00	07/11/2018	051-5105-502.50-35	PO NUM 046542	EFT:	198.06
NEFRE157175		PI4922	00	07/11/2018	051-5105-502.50-35	PO NUM 046542	EFT:	87.16
						VENDOR TOTAL *	.00	618.20
0004993	00	FIKES COMMERCIAL HYGIENE LLC						
10110		PI4998	00	07/11/2018	051-5001-932.60-61	PO NUM 046580	EFT:	164.78

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004993	00	FIKES COMMERCIAL HYGIENE LLC						
VENDOR TOTAL *							.00	164.78
0003619	00	FIRST NATIONAL BANK FREMONT (TRUST)						
76115901	07/18		00	07/11/2018	051-0000-221.00-00	Combined Util 08-30-13	EFT:	475,000.00 Principal
76117501	07/18		00	07/11/2018	051-0000-221.00-00	Combined Util 07-29-14	EFT:	1,240,000.00 and
76115901	07/18		00	07/11/2018	051-5001-927.27-04	Combined Util 08-30-13	EFT:	143,935.00 interest
76117501	07/18		00	07/11/2018	051-5001-927.27-04	Combined Util 07-29-14	EFT:	678,412.50 payments
VENDOR TOTAL *							.00	2,537,347.50
9999999	00	FLESHER, MACY C						
000076341	UT		00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	73.83	
VENDOR TOTAL *							73.83	
0000447	00	FLUID TECHNOLOGY CORP						
INV51185	PI4823		00	07/11/2018	051-0000-153.00-00	PO NUM 048547	282.60	
INV51185	PI4861		00	07/11/2018	051-5105-502.60-79	PO NUM 048547	16.03	
VENDOR TOTAL *							298.63	
0002168	00	FORNEY CORPORATION						
408474	PI4954		00	07/11/2018	051-0000-155.00-00	PO NUM 048597	11,190.00	
408465	PI4980		00	07/11/2018	051-5105-502.50-35	PO NUM 048505	252.00	
408465	PI4981		00	07/11/2018	051-5105-502.60-79	PO NUM 048505	10.84	
408474	PI4986		00	07/11/2018	051-5105-502.60-79	PO NUM 048597	57.20	
VENDOR TOTAL *							11,510.04	
0002884	00	FREMONT AREA CHAMBER						
22288	PI4937		00	07/11/2018	051-5001-919.60-65	PO NUM 047130	300.00	
VENDOR TOTAL *							300.00	
0001131	00	FREMONT TRIBUNE						
760221	PI4768		00	07/11/2018	051-5001-919.60-78	PO NUM 046566	9.82	
60003332	062018PI4934		00	07/11/2018	051-5001-926.60-78	PO NUM 046566	1,047.00	
733351	PI4935		00	07/11/2018	051-5001-919.60-78	PO NUM 046566	25.52	
VENDOR TOTAL *							1,082.34	
0001132	00	FREMONT WINNELSON CO						
317790	00/30 PI4802		00	07/11/2018	053-6205-583.50-35	PO NUM 048406	1,643.48	
VENDOR TOTAL *							1,643.48	
0001139	00	GERHOLD CONCRETE CO INC						
50473431	PI4985		00	07/11/2018	051-5001-940.50-35	PO NUM 048587	696.30	
VENDOR TOTAL *							696.30	
0001143	00	GLASS HOUSE						
54041	PI4849		00	07/11/2018	051-5105-502.50-35	PO NUM 048506	175.48	
VENDOR TOTAL *							175.48	
0001445	00	GRAYBAR ELECTRIC CO						
9304624027	PI4772		00	07/11/2018	051-5105-502.50-35	PO NUM 048102	966.65	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0001445	00	GRAYBAR ELECTRIC CO							
9304711590	PI4848		00	07/11/2018	051-5105-502.60-79	PO NUM 048404	53.50		
9304777266	PI4970		00	07/11/2018	051-5105-502.50-35	PO NUM 048102	966.65		
VENDOR TOTAL *							1,986.80		
0004707	00	GREAT PLAINS COMMUNICATIONS INC							
968	PI4782		00	07/11/2018	051-5205-580.60-61	PO NUM 048608	22,171.00	FIBER OPTIC WIDE AREA	
969	PI4783		00	07/11/2018	051-5205-580.60-61	PO NUM 048608	39,139.00	NETWORK PROJECT	
VENDOR TOTAL *							61,310.00		
0003155	00	HACH COMPANY							
11001347	PI4779		00	07/11/2018	053-6105-502.50-35	PO NUM 048522	837.82		
11001347	PI4780		00	07/11/2018	053-6105-502.60-79	PO NUM 048522	74.59		
11010945	PI4855		00	07/11/2018	053-6105-502.50-35	PO NUM 048522	293.07		
VENDOR TOTAL *							1,205.48		
9999999	00	HANCOCK, COURTNEY							
000073335	UT		00	07/11/2018	051-0000-143.00-00	MANUAL CHECK	66.15		
VENDOR TOTAL *							66.15		
0004419	00	HANSEN TIRE LLC							
22503	PI4945		00	07/11/2018	051-5001-940.50-48	PO NUM 048569	306.71		
22503	PI4946		00	07/11/2018	051-5001-940.60-59	PO NUM 048569	56.00		
22483	PI4834		00	07/11/2018	051-5205-580.50-48	PO NUM 046545	1.58		
22483	PI4835		00	07/11/2018	051-5205-580.60-59	PO NUM 046545	15.00		
22468	PI4862		00	07/11/2018	051-5205-580.50-48	PO NUM 048586	228.41		
22468	PI4863		00	07/11/2018	051-5205-580.60-59	PO NUM 048586	127.50		
22537	PI4923		00	07/11/2018	051-5205-580.50-48	PO NUM 046545	18.21		
22537	PI4924		00	07/11/2018	051-5205-580.60-59	PO NUM 046545	170.00		
22482	PI4832		00	07/11/2018	053-6205-583.50-48	PO NUM 046545	1.58		
22482	PI4833		00	07/11/2018	053-6205-583.60-59	PO NUM 046545	15.00		
VENDOR TOTAL *							939.99		
9999999	00	HASTREITER, SHELLEY							
000037093	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	36.15		
VENDOR TOTAL *							36.15		
0000622	00	HAWKINS INC							
4301172	PI4829		00	07/11/2018	053-6105-502.50-52	PO NUM 044665	3,356.10		
VENDOR TOTAL *							3,356.10		
0004469	00	HAYES MECHANICAL							
414617	PI4845		00	07/11/2018	051-5105-502.60-61	PO NUM 047884	639.10		
414460	PI4852		00	07/11/2018	051-5105-502.60-61	PO NUM 048516	24,064.00	Unit 6 boiler inspection	
VENDOR TOTAL *							24,703.10	at Plant II	
0002794	00	HDR ENGINEERING INC							
1200124862	PI4938		00	07/11/2018	051-5105-502.60-61	PO NUM 047434	EFT:	1,083.25	
1200125353	PI4828		00	07/11/2018	055-7105-502.60-61	PO NUM 044217	EFT:	91,307.83	Engineering of
VENDOR TOTAL *							.00	92,391.08	waste
0004188	00	HUNTEL COMMUNICATIONS							

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004188	00	HUNTEL COMMUNICATIONS					
231503		PI4856	00 07/11/2018	051-5001-922.60-65	PO NUM 048531	321.00	
231504		PI4857	00 07/11/2018	051-5001-922.60-65	PO NUM 048531	321.00	
231505		PI4858	00 07/11/2018	051-5001-922.60-65	PO NUM 048531	200.00	
231506		PI4859	00 07/11/2018	051-5001-922.60-65	PO NUM 048531	321.00	
231507		PI4860	00 07/11/2018	051-5001-922.60-65	PO NUM 048531	200.00	
					VENDOR TOTAL *	1,363.00	
0004599	00	IBT INC					
7270707		PI4821	00 07/11/2018	051-0000-154.00-00	PO NUM 048474	EFT:	308.90
					VENDOR TOTAL *	.00	308.90
0005044	00	IDENTITY AUTOMATION LP					
INV-02164		PI4816	00 07/11/2018	051-5001-922.60-65	PO NUM 048604	5,075.00	
					VENDOR TOTAL *	5,075.00	
0001833	00	INDUSTRIAL SALES CO INC					
1007063-000		PI4781	00 07/11/2018	057-8205-870.50-35	PO NUM 048558	500.42	
					VENDOR TOTAL *	500.42	
0000205	00	INGERSOLL RAND COMPANY					
24460653		PI4764	00 07/11/2018	051-0000-153.00-00	PO NUM 048486	6,039.04	
24470430		PI4850	00 07/11/2018	051-5105-502.50-35	PO NUM 048507	236.00	
24470430		PI4851	00 07/11/2018	051-5105-502.60-79	PO NUM 048507	13.33	
					VENDOR TOTAL *	6,288.37	
0003074	00	JACKSON SERVICES INC					
20180614		PR0614	00 07/11/2018	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	199.73
20180628		PR0628	00 07/11/2018	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	199.73
567 - 063018			00 07/11/2018	051-5001-940.50-46	June Mats	EFT:	63.12
567 - 063018			00 07/11/2018	051-5001-940.20-29	June Uniforms/Whse	EFT:	103.58
1110 - 063018			00 07/11/2018	051-5001-932.50-46	June Mats/Towels	EFT:	208.00
1110 - 063018			00 07/11/2018	051-5001-940.50-46	June Mats/Mops/Towels	EFT:	554.06
567 - 063018			00 07/11/2018	051-5105-502.50-46	June Mops	EFT:	68.92
567 - 063018			00 07/11/2018	051-5105-502.20-29	June Uniforms	EFT:	1,077.57
1110 - 063018			00 07/11/2018	051-5105-502.50-46	June Mats	EFT:	451.56
567 - 063018			00 07/11/2018	051-5205-580.20-29	June Uniforms/Elect Distr	EFT:	1,346.72
567 - 063018			00 07/11/2018	051-5205-580.20-29	June Uniforms/Engineers	EFT:	68.88
567 - 063018			00 07/11/2018	053-6205-583.20-29	June Uniforms	EFT:	284.36
567 - 063018			00 07/11/2018	055-7105-502.20-29	June Uniforms	EFT:	236.90
1110 - 063018			00 07/11/2018	055-7105-502.50-46	June Mats/Mops	EFT:	94.72
567 - 063018			00 07/11/2018	057-8205-870.20-29	June Uniforms	EFT:	819.40
					VENDOR TOTAL *	.00	5,777.25
9999999	00	JOSTEN, GARRETT D					
000075079		UT	00 07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	110.07	
					VENDOR TOTAL *	110.07	
0003085	00	KELLY SUPPLY CO					
11122254-0		PI4762	00 07/11/2018	051-0000-153.00-00	PO NUM 048481	EFT:	799.84



PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003085	00	KELLY SUPPLY CO						
11122254-0		PI4763	00	07/11/2018	051-0000-153.00-00	PO NUM 048481	EFT:	131.17
11122402-0		PI4952	00	07/11/2018	051-0000-153.00-00	PO NUM 048580	EFT:	151.18
11122402-0		PI4953	00	07/11/2018	051-0000-153.00-00	PO NUM 048580	EFT:	47.87
VENDOR TOTAL *							.00	1,130.06
9999999	00	LAUHON, THOMAS						
000075051		UT	00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	190.33	
VENDOR TOTAL *							190.33	
0002797	00	LAWSON PRODUCTS INC						
9305908172		PI4825	00	07/11/2018	051-0000-154.00-00	PO NUM 048573	223.55	
VENDOR TOTAL *							223.55	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT						
12125		PI5000	00	07/11/2018	051-5001-919.60-63	PO NUM 048684	172.93	
106545881-2018		PI5001	00	07/11/2018	051-5001-919.60-63	PO NUM 048686	1,029.00	
106545881-2018		PI5002	00	07/11/2018	051-5001-919.60-63	PO NUM 048686	1,029.00	
VENDOR TOTAL *							2,230.93	
9999999	00	LEONARD, ANDREW J						
000074357		UT	00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	152.53	
VENDOR TOTAL *							152.53	
0002945	00	LYMAN RICHEY SAND & GRAVEL CO						
30276756		PI4792	00	07/11/2018	053-6205-583.50-35	PO NUM 046550	21.90	
30276757		PI4793	00	07/11/2018	053-6205-583.50-35	PO NUM 046550	826.20	
30277022		PI4839	00	07/11/2018	053-6205-583.50-35	PO NUM 046550	45.86	
30277023		PI4840	00	07/11/2018	053-6205-583.50-35	PO NUM 046550	68.67	
30277061		PI4841	00	07/11/2018	053-6205-583.50-35	PO NUM 046550	23.61	
VENDOR TOTAL *							986.24	
9999999	00	MADDEN, JAMES C						
000077203		UT	00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	200.00	
VENDOR TOTAL *							200.00	
0000480	00	MALLOY ELECTRIC						
6190541		PI4941	00	07/11/2018	055-7105-502.60-59	PO NUM 048450	430.25	
VENDOR TOTAL *							430.25	
0002052	00	MATHESON LINWELD						
17813631		PI4927	00	07/11/2018	051-5105-502.50-35	PO NUM 046549	EFT:	12.81
VENDOR TOTAL *							.00	12.81
9999999	00	MAURI HERNANDEZ, YAIMARA						
000067063		UT	00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	97.17	
VENDOR TOTAL *							97.17	
0000667	00	MCMMASTER-CARR SUPPLY CO						
65768466		PI4909	00	07/11/2018	051-5105-502.50-35	PO NUM 048591	260.38	

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000667 65768466	00	MCMaster-CARR SUPPLY CO PI4910	00	07/11/2018	051-5105-502.60-79	PO NUM 048591	10.33	
						VENDOR TOTAL *	270.71	
0004389 54014	00	MENARDS - ELKHORN PI4869	00	07/11/2018	051-0000-154.00-00	PO NUM 048595	511.36	
						VENDOR TOTAL *	511.36	
0001229 56657 56339 56658 56502 56656 56795 56878 56920 57232 56662 57149 56791 56798 56800 57207 56468	00	MENARDS - FREMONT PI4915 PI4916 PI4917 PI4875 PI4876 PI4879 PI4882 PI4928 PI4931 PI4877 PI4929 PI4878 PI4880 PI4881 PI4930 PI4794	00	07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018 07/11/2018	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-932.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5205-580.50-35 051-5205-580.50-35 051-5205-580.50-35 055-7105-502.50-35 057-8205-870.50-35	PO NUM 048455 PO NUM 048502 PO NUM 048502 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552 PO NUM 046552	320.87 31.33 3.77 57.38 72.70 242.36 80.21 41.18 52.09 136.83 97.13 202.95 69.54- 85.58 104.97 5.15	
						VENDOR TOTAL *	1,464.96	
0002877 42649	00	MID-CONTINENT IRRIGATION INC PI4892	00	07/11/2018	055-7205-583.60-58	PO NUM 048375	5,341.50	
						VENDOR TOTAL *	5,341.50	
0001956 24681 24681	00	MIDWEST PUMP & EQUIPMENT CO PI4907 PI4908	00	07/11/2018 07/11/2018	051-5001-940.50-35 051-5001-940.60-79	PO NUM 048588 PO NUM 048588	374.51 9.63	
						VENDOR TOTAL *	384.14	
0004883 1382342 1383587 1384403	00	MISSISSIPPI LIME COMPANY 00 00 00	00	07/11/2018 07/11/2018 07/11/2018	051-0000-158.02-00 051-0000-158.02-00 051-0000-158.02-00	6/20/18 26.08 TN 6/27/18 26.05 TN 7/02/18 26.02 TN	EFT: EFT: EFT:	4,736.76 4,731.30 4,725.86
						VENDOR TOTAL *	.00	14,193.92
0004965 1927	00	MJN MACHINE PI5003	00	07/11/2018	055-7105-502.60-59	PO NUM 048688	90.00	
						VENDOR TOTAL *	90.00	
0000438 M-5168	00	MORSE EQUIPMENT CO LLC PI4801	00	07/11/2018	055-7105-502.50-35	PO NUM 047917	297.27	
						VENDOR TOTAL *	297.27	
0001486	00	MOTION INDUSTRIES INC						

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

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0001486	00	MOTION INDUSTRIES INC						
NE01-492349	PI4786		00	07/11/2018	051-0000-153.00-00	PO NUM 048219	1,670.07	
NE01-489515	PI4787		00	07/11/2018	051-0000-153.00-00	PO NUM 048243	69.71	
VENDOR TOTAL *							1,739.78	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC						
C63210689	PI4784		00	07/11/2018	051-0000-154.00-00	PO NUM 048138	EFT:	209.25
C63426639	PI4785		00	07/11/2018	051-0000-154.00-00	PO NUM 048138	EFT:	419.65
66245329	PI4951		00	07/11/2018	051-5001-940.50-35	PO NUM 048628	EFT:	143.99
63685859	PI4984		00	07/11/2018	051-5001-940.50-35	PO NUM 048574	EFT:	422.65
65344959	PI4904		00	07/11/2018	055-7105-502.50-35	PO NUM 048564	EFT:	1,011.84
VENDOR TOTAL *							.00	2,207.38
0004138	00	MULLER REPAIR AND TOWING						
6190	PI4813		00	07/11/2018	051-5001-940.60-61	PO NUM 048551	224.70	
VENDOR TOTAL *							224.70	
0005134	00	NATIONAL AUTO FLEET GROUP						
36936200	PI4999		00	07/11/2018	051-5001-950.80-50	PO NUM 048452	28,681.96	One Kia Niro electric car
VENDOR TOTAL *							28,681.96	
0005010	00	NATIONAL FILTER MEDIA CORPORATION						
MS533938	PI4810		00	07/11/2018	051-5105-502.50-35	PO NUM 048536	228.15	
MS533938	PI4811		00	07/11/2018	051-5105-502.60-79	PO NUM 048536	38.03	
VENDOR TOTAL *							266.18	
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP						
062718			00	07/11/2018	051-5001-421.00-00	Energy Assistance Refunds	900.00	
062618			00	07/11/2018	051-5001-421.00-00	Energy Assistance Refunds	704.65	
062918			00	07/11/2018	051-5001-421.00-00	Energy Assistance Refund	69.05	
VENDOR TOTAL *							1,673.70	
9999999	00	NELSON, VICKI M						
000072015	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	88.32	
VENDOR TOTAL *							88.32	
0003428	00	NEW PIG CORPORATION						
22480477-00	PI4803		00	07/11/2018	051-5105-502.50-35	PO NUM 048420	180.85	
VENDOR TOTAL *							180.85	
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*						
1015 JUN 2018			00	07/11/2018	057-8205-807.50-02		106,521.08	Natural gas purchase
VENDOR TOTAL *							106,521.08	
0001710	00	NUTS & BOLTS INC						
585835	PI4788		00	07/11/2018	051-0000-154.00-00	PO NUM 048477	52.28	
586022	PI4866		00	07/11/2018	051-0000-154.00-00	PO NUM 048477	37.34	
586317	PI4867		00	07/11/2018	051-0000-154.00-00	PO NUM 048554	147.65	
VENDOR TOTAL *							237.27	
0002937	00	O'KEEFE ELEVATOR CO INC						

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002937	00	O'KEEFE ELEVATOR CO INC						
00476428		PI4888	00	07/11/2018	051-5001-932.60-65	PO NUM 046713	190.89	
00476428		PI4889	00	07/11/2018	051-5105-502.60-65	PO NUM 046713	1,081.69	
VENDOR TOTAL *							1,272.58	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-151241		PI4883	00	07/11/2018	051-5105-502.50-35	PO NUM 046555	22.47	
0397-155140		PI4932	00	07/11/2018	051-5105-502.50-35	PO NUM 046555	40.23	
0397-152781		PI4884	00	07/11/2018	051-5205-580.50-48	PO NUM 046555	79.02	
0397-153198		PI4948	00	07/11/2018	051-5205-580.50-48	PO NUM 048585	580.11	
0397-155486		PI4933	00	07/11/2018	055-7105-502.50-35	PO NUM 046555	11.50	
VENDOR TOTAL *							733.33	
0002888	00	OFFICENET						
899173-0		PI4808	00	07/11/2018	051-5001-940.50-40	PO NUM 048515	84.44	
899251-0		PI4809	00	07/11/2018	051-5105-502.50-40	PO NUM 048527	57.96	
VENDOR TOTAL *							142.40	
0001912	00	OMAHA PUBLIC POWER DISTRICT						
CSB000622		PI4870	00	07/11/2018	051-5305-560.60-61	PO NUM 040993	EFT:	912,898.24
VENDOR TOTAL *							.00	912,898.24
0001268	00	P & H ELECTRIC INC						
118617		PI4795	00	07/11/2018	055-7105-502.50-35	PO NUM 046556	211.53	
118686		PI4987	00	07/11/2018	055-7105-502.50-35	PO NUM 048624	242.00	
118686		PI4988	00	07/11/2018	055-7105-502.60-59	PO NUM 048624	400.00	
VENDOR TOTAL *							853.53	
0004948	00	PCM SALES INC						
B08443930101		PI4983	00	07/11/2018	051-5001-922.50-42	PO NUM 048559	129.90	
VENDOR TOTAL *							129.90	
0003827	00	PEST PRO'S INC						
MNCP BLD 062518		PI4966	00	07/11/2018	051-5001-932.60-61	PO NUM 046700	42.80	
ASH PD 062618		PI4967	00	07/11/2018	051-5105-502.60-61	PO NUM 046769	48.15	
CMBT TUR 062618		PI4968	00	07/11/2018	051-5105-502.60-61	PO NUM 046769	53.50	
PWR PLT 062618		PI4969	00	07/11/2018	051-5105-502.60-61	PO NUM 046769	85.60	
SUB STA 062518		PI4965	00	07/11/2018	051-5205-580.60-61	PO NUM 046679	190.35	
WTR PLT 062618		PI4960	00	07/11/2018	053-6105-502.60-61	PO NUM 046647	69.55	
WWTP 062618		PI4959	00	07/11/2018	055-7105-502.60-61	PO NUM 046639	110.00	
VENDOR TOTAL *							599.95	
9999999	00	PETERSON, JUSTIN L						
000054795		UT	00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	274.98	
VENDOR TOTAL *							274.98	
0004800	00	PINNACLE BANK - VISA						
2018 GOEBEL D		PI4894	00	07/11/2018	051-5001-920.60-62	PO NUM 048425	108.57	
2018 KRISTIN K		PI4895	00	07/11/2018	051-5001-920.60-62	PO NUM 048425	108.57	
2618921-PARKING		PI4896	00	07/11/2018	051-5001-920.60-62	PO NUM 048425	17.50	

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004800	00	PINNACLE BANK - VISA						
0620010000011	PI4818		00	07/11/2018	051-5205-580.20-29	PO NUM 048610	37.38	
						VENDOR TOTAL *	272.02	
0002622	00	PITNEY BOWES INC						
1007637562	PI4815		00	07/11/2018	051-5001-903.60-65	PO NUM 048592	150.00	
						VENDOR TOTAL *	150.00	
0002793	00	PLIBRICO COMPANY LLC						
2985	PI4865		00	07/11/2018	051-0000-153.00-00	PO NUM 048438	6,170.13	
2985	PI4897		00	07/11/2018	051-5105-502.50-35	PO NUM 048438	428.37	
						VENDOR TOTAL *	6,598.50	
0003566	00	POLYDYNE INC						
1253202	PI4955		00	07/11/2018	055-0000-154.00-00	PO NUM 048602	EFT:	8,646.00
						VENDOR TOTAL *	.00	8,646.00
0004740	00	PREMIER STAFFING INC						
11726	PI4796		00	07/11/2018	051-5001-926.60-61	PO NUM 046569	40.00	
11762	PI4958		00	07/11/2018	051-5001-926.60-61	PO NUM 046569	160.00	
						VENDOR TOTAL *	200.00	
0004413	00	RADWELL INTERNATIONAL INC						
30475189	PI4898		00	07/11/2018	055-7105-502.60-59	PO NUM 048444	149.00	
						VENDOR TOTAL *	149.00	
9999999	00	RANSOM, WILMA J						
000073729	UT		00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	54.59	
						VENDOR TOTAL *	54.59	
0002876	00	RAWHIDE CHEMOIL INC						
17221	PI4995		00	07/11/2018	051-5001-917.50-30	PO NUM 048673	20,870.35	Fuel for gasboy
						VENDOR TOTAL *	20,870.35	
0003059	00	REAMS SPRINKLER SUPPLY CO						
S1405532-001	PI4812		00	07/11/2018	051-5001-940.50-35	PO NUM 048542	EFT:	366.77
						VENDOR TOTAL *	.00	366.77
9999999	00	REYES, MARIAH A						
000076673	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	121.14	
						VENDOR TOTAL *	121.14	
0003812	00	RMB CONSULTING & RESEARCH INC						
15506	PI4893		00	07/11/2018	051-5105-502.60-61	PO NUM 048376	EFT:	1,289.00
						VENDOR TOTAL *	.00	1,289.00
9999999	00	ROBINSON, ANDREW J						
000076895	UT		00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	106.90	
						VENDOR TOTAL *	106.90	
0005142	00	S & S LOCKSMITH CO						

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005142	00	S & S LOCKSMITH CO						
1937		PI4991	00	07/11/2018	051-5001-940.50-35	PO NUM 048631	165.85	
1937		PI4992	00	07/11/2018	051-5001-940.60-61	PO NUM 048631	155.15	
1935		PI4993	00	07/11/2018	051-5001-932.50-35	PO NUM 048667	331.70	
1938		PI4994	00	07/11/2018	051-5001-932.50-35	PO NUM 048667	123.05	
						VENDOR TOTAL *	775.75	
0004639	00	SAPP BROS INC						
389220		PI4905	00	07/11/2018	051-5001-940.50-35	PO NUM 048583	591.44	
						VENDOR TOTAL *	591.44	
9999999	00	SCHANK, BRANDY J						
000076103		UT	00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	87.51	
						VENDOR TOTAL *	87.51	
0005128	00	SCHLOSSER ENTERPRISES INC						
CLIP9310		PI4971	00	07/11/2018	051-5001-932.60-61	PO NUM 048377	90.00	
CLIP9310		PI4972	00	07/11/2018	051-5001-940.60-61	PO NUM 048377	40.00	
CLIP9310		PI4973	00	07/11/2018	051-5105-502.60-61	PO NUM 048377	160.00	
CLIP9310		PI4974	00	07/11/2018	053-6105-502.60-61	PO NUM 048377	30.00	
CLIP9310		PI4975	00	07/11/2018	053-6105-502.60-61	PO NUM 048377	310.00	
CLIP9310		PI4976	00	07/11/2018	055-7205-583.60-61	PO NUM 048377	195.00	
CLIP9310		PI4977	00	07/11/2018	057-8205-870.60-61	PO NUM 048377	40.00	
						VENDOR TOTAL *	865.00	
9999999	00	SCHMOLDT, LORVY						
000005809		UT	00	07/11/2018	051-0000-143.00-00	MANUAL CHECK	143.50	
						VENDOR TOTAL *	143.50	
9999999	00	SCHWARZ, AMANDA N						
000076069		UT	00	07/11/2018	051-0000-143.00-00	FINAL BILL REFUND	101.49	
						VENDOR TOTAL *	101.49	
0004989	00	SCS ENGINEERS						
0317321		PI4872	00	07/11/2018	051-5105-502.60-61	PO NUM 046454	3,445.98	
0327389		PI4873	00	07/11/2018	051-5105-502.60-61	PO NUM 046454	912.50	
0327392		PI4891	00	07/11/2018	051-5105-502.60-61	PO NUM 048048	1,237.25	
						VENDOR TOTAL *	5,595.73	
0001490	00	SKARDA EQUIPMENT CO INC						
1105691		PI4868	00	07/11/2018	051-0000-153.00-00	PO NUM 048581	EFT:	54.11
						VENDOR TOTAL *	.00	54.11
0000429	00	SKARSHAUG TESTING LABORATORY INC						
227618		PI4797	00	07/11/2018	051-5205-580.60-61	PO NUM 046573	429.20	
227618		PI4798	00	07/11/2018	051-5205-580.60-79	PO NUM 046573	204.70	
227587		PI4804	00	07/11/2018	051-5205-580.50-35	PO NUM 048468	886.08	
227587		PI4805	00	07/11/2018	051-5205-580.60-61	PO NUM 048468	4.08	
227786		PI4902	00	07/11/2018	051-5205-580.50-35	PO NUM 048556	1,500.14	
227786		PI4903	00	07/11/2018	051-5205-580.60-61	PO NUM 048556	24.33	

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000429	00	SKARSHAUG TESTING LABORATORY INC						
						VENDOR TOTAL *	3,048.53	
9999999	00	STARKEY, TARA						
000071271	UT		00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	115.83	
						VENDOR TOTAL *	115.83	
0003923	00	STATE OF NEBRASKA - CELLULAR						
1119966			00	07/11/2018	051-5001-903.50-53	Cellular	EFT:	69.09
1119966			00	07/11/2018	051-5001-919.50-53	Cellular	EFT:	68.44
1119966			00	07/11/2018	051-5001-922.50-53	Cellular	EFT:	126.18
1119966			00	07/11/2018	051-5001-926.50-53	HR Cellular	EFT:	68.44
1119966			00	07/11/2018	051-5001-926.50-53	Safety Mgr Cellular	EFT:	68.44
1119966			00	07/11/2018	051-5105-502.50-53	Cellular	EFT:	198.04
1119966			00	07/11/2018	051-5205-580.50-53	Engineers Cellular	EFT:	230.96
1119966			00	07/11/2018	051-5205-580.50-53	Elect Distr Cellular	EFT:	376.41
1119966			00	07/11/2018	053-6105-502.50-53	Cellular	EFT:	57.74
1119966			00	07/11/2018	053-6205-583.50-53	Cellular	EFT:	149.15
1119966			00	07/11/2018	055-7105-502.50-53	Cellular	EFT:	23.38
1119966			00	07/11/2018	057-8205-870.50-53	Cellular	EFT:	271.08
						VENDOR TOTAL *	.00	1,707.35
0004779	00	SUBSURFACE SOLUTIONS						
12566	PI4807		00	07/11/2018	057-8001-950.80-50	PO NUM 048494	7,725.19	
						VENDOR TOTAL *	7,725.19	
0005051	00	SUPERION LLC						
209850	PI4886		00	07/11/2018	051-5001-903.60-77	PO NUM 046631	EFT:	292.80
209850	PI4887		00	07/11/2018	051-5001-903.60-77	PO# 046631	EFT:	22.04
						VENDOR TOTAL *	.00	314.84
0004647	00	T SQUARE SUPPLY LLC						
20650	PI4885		00	07/11/2018	051-5001-940.50-35	PO NUM 046561	142.61	
20795	PI4957		00	07/11/2018	051-5001-940.50-35	PO NUM 046561	195.05	
						VENDOR TOTAL *	337.66	
0005068	00	TED'S COVERS AND TARPS						
3712	PI4790		00	07/11/2018	051-5105-502.50-35	PO NUM 046257	117.70	
3712	PI4791		00	07/11/2018	051-5105-502.50-35	PO NUM 046257	438.70	
						VENDOR TOTAL *	556.40	
0004890	00	TETRA TECH INC						
51295774	PI4871		00	07/11/2018	051-5105-502.60-61	PO NUM 041831	11,387.50	
						VENDOR TOTAL *	11,387.50	
9999999	00	TORRES, GINA M & MIGUEL						
000069771	UT		00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	56.69	
						VENDOR TOTAL *	56.69	
9999999	00	UDELL, JUDITH A						

PROGRAM: GM339L

AS OF: 07/11/2018

PAYMENT DATE: 07/11/2018

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999 000075295	00 UT	UDELL, JUDITH A	00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	116.52	
						VENDOR TOTAL *	116.52	
0003478 98253687 98253687	00 PI4978 PI4979	ULINE	00	07/11/2018	051-5001-940.50-35	PO NUM 048485	264.70	
			00	07/11/2018	051-5001-940.60-79	PO NUM 048485	54.61	
						VENDOR TOTAL *	319.31	
0001914 294295309	00	UNION PACIFIC RAILROAD	00	07/11/2018	051-0000-152.00-00	6/26/18	EFT:	241,975.46
						VENDOR TOTAL *	.00	241,975.46
0000647 591415	00 PI4806	USABBLUEBOOK	00	07/11/2018	055-7105-502.50-35	PO NUM 048479	439.80	Freight on coal purchase
						VENDOR TOTAL *	439.80	
0000525 40053281-000 40053281-000 40054368-000 40054368-000 40054362-000	00 PI4961 PI4962 PI4963 PI4964 PI4817	UTILITY EQUIPMENT CO	00	07/11/2018	053-6105-502.50-35	PO NUM 046651	54,739.13	TO REPLACE ORIGINAL
			00	07/11/2018	053-6105-502.60-79	PO NUM 046651	840.82	ALTITUDE VALVE ON WATER
			00	07/11/2018	053-6105-502.50-35	PO NUM 046651	177.30	PRODUCTION PUMP
			00	07/11/2018	053-6105-502.60-79	PO NUM 046651	64.90	
			00	07/11/2018	053-6205-583.60-61	PO NUM 048609	400.00	
						VENDOR TOTAL *	56,222.15	
0004250 52663	00 PI4911	VOICE & DATA SYSTEMS INC	00	07/11/2018	055-7105-502.60-59	PO NUM 048644	235.00	
						VENDOR TOTAL *	235.00	
0002894 5115599 5115599 5115599 5115599	00 PI5004 PI5005 PI5006 PI5007	WASTE CONNECTIONS OF NE INC	00	07/11/2018	051-5001-932.50-49	PO NUM 046652	241.14	
			00	07/11/2018	051-5001-940.50-49	PO NUM 046652	361.00	
			00	07/11/2018	051-5105-502.50-49	PO NUM 046652	277.71	
			00	07/11/2018	055-7105-502.50-49	PO NUM 046652	1,030.91	
						VENDOR TOTAL *	1,910.76	
0000482 088943 093840 094027 095614 092204 093841	00 PI4789 PI4864 PI4956 PI4996 PI4901 PI4982	WESCO RECEIVABLES CORP	00	07/11/2018	051-0000-154.00-00	PO NUM 048555	EFT:	512.53
			00	07/11/2018	051-0000-154.00-00	PO NUM 048324	EFT:	15,814.60
			00	07/11/2018	051-0000-154.00-00	PO NUM 048622	EFT:	261.94
			00	07/11/2018	051-0000-154.00-00	PO NUM 048555	EFT:	125.19
			00	07/11/2018	051-5205-580.50-35	PO NUM 048533	EFT:	759.70
			00	07/11/2018	051-5205-580.50-35	PO NUM 048553	EFT:	256.80
						VENDOR TOTAL *	.00	17,730.76
0004135 38590	00 PI4800	WINDOW PRO INC	00	07/11/2018	051-5001-932.60-61	PO NUM 046730	EFT:	10.70
						VENDOR TOTAL *	.00	10.70
0005106	00	WOODS & AITKEN LLP						



VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT
								AMOUNT
0005106	00	WOODS & AITKEN LLP						
98034048		PI4814		00	07/11/2018	051-5001-926.60-56	PO NUM 048576	1,421.62
VENDOR TOTAL *								1,421.62
9999999	00	WOOSTER, DAVID L						
000075283		UT		00	07/03/2018	051-0000-143.00-00	FINAL BILL REFUND	44.85
VENDOR TOTAL *								44.85
0002791	00	YRC FREIGHT						
702-384611-4		PI4899		00	07/11/2018	055-7105-502.60-79	PO NUM 048514	395.23
702-384612-3		PI4900		00	07/11/2018	055-7105-502.60-79	PO NUM 048514	480.50
VENDOR TOTAL *								875.73
EFT/EPAY TOTAL ***								3,916,306.93
TOTAL EXPENDITURES ****							1,607,161.78	3,916,306.93
*****								5,523,468.71
GRAND TOTAL								

## STAFF REPORT

**TO:** Utility and Infrastructure Board  
Brian Newton, City Administrator  
Troy Schaben, Assistant City Administrator - Utilities

**FROM:** Jody Sanders, Director of Finance

**DATE:** July 5, 2018

**SUBJECT:** DU Investment report

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**Recommendation:** Receive DU investment activity

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**Background:** The attached document shows the DU investments in certificates of deposits as of June 30, 2018.

**Fiscal Impact:** It was decided to cash out all investments maturing in June 2018 to cover the cash outflow in recent months.

\$1,000,000 at Pinnacle Bank maturing after six months Gas fund  
\$ 500,000 at First National Fremont maturing after six months Gas fund  
\$1,000,000 at First National Fremont maturing after six months Electric fund  
\$2,600,000 at Pinnacle Bank maturing after three months Sewer Fund  
(1/2 of Costco payment for lagoons)

Project to date payments on several significant projects include:

OPPD Transmission line \$11,500,043, of which \$1,625,612 was paid since March 28, 2018

WWTP Improvements \$9,547,906, of which \$3,816,511 was paid since March 28, 2018

During June, the gas fund loaned the sewer fund \$500,000 at 2.55% to help offset the demand on the sewer fund cash, and will be repaid to the gas fund when the sewer CD due on July 7<sup>th</sup> matures.

Department of Utilities Investments

For Month ended 6/30/18				Year End		9/30/2018					
BANK	TYPE	CD #	DATE INVESTED	DUE DATE	RATE %	Investment	Dept	Ledger	For Bond		
38 Pinnacle Fremont	CD	7200009954	4/6/2018	7/6/2018	0.0156	750,000.00	Sewer	055-0000-127.27-02	General		
2 First National Bank Fremont	CD	7164222	8/15/2016	8/15/2018	0.0121	250,000.00	Electric	051-0000-121.00-00	Insurance Reserve		
3 First National Bank Fremont	CD	7164223	8/15/2016	8/15/2018	0.0121	250,000.00	Electric	051-0000-123.00-00	Restricted Trust Fossil		
4 First National Bank Fremont	CD	7164224	8/15/2016	8/15/2018	0.0121	250,000.00	Electric	051-0000-126.00-00	Debt Service CD	76117501	
7 First State Bank	CD	11935 65568	8/26/2016	8/26/2018	0.0129	300,000.00	Electric	051-0000-126.00-00	Debt Service CD	76117501	
8 First State Bank	CD	11935 65567	8/26/2016	8/26/2018	0.0129	300,000.00	Electric	051-0000-126.00-00	Debt Service CD	76117501	
27 First State Bank	CD	11935 65569	8/26/2016	8/26/2018	0.0129	2,000,000.00	Electric	051-0000-126.00-00	Debt Service CD	76117501	
Cornerstone	CD	81276	9/22/2017	9/22/2018	0.0146	500,000.00	Gas	057-0000-127.27-02	General		
Pinnacle Fremont	CD	7200009941	3/26/2018	9/26/2018	0.0166	2,600,000.00	Sewer	055-0000-127.27-02	General	lagoons	
37 Pinnacle Fremont	CD	7200009953	4/6/2018	10/6/2018	0.0169	1,000,000.00	Gas	057-0000-127.27-02	General		
15 Pinnacle Fremont	CD	7200009956	4/7/2018	10/7/2018	0.0169	1,500,000.00	Electric	051-0000-127.27-02	General		
20 Pinnacle Fremont	CD	7200009722	10/13/2016	10/13/2018	0.0138	500,000.00	Electric	051-0000-123.00-00	Restricted Trust Fossil		
39 Pinnacle Fremont	CD	7200009720	10/13/2016	10/13/2018	0.0138	1,500,000.00	Electric	051-0000-126.00-00	Debt Service CD		
28 Pinnacle Fremont	CD	7200009886	11/29/2017	11/29/2018	0.0152	500,000.00	Gas	057-0000-127.27-02	General		
13 Pinnacle Fremont	CD	7200009952	4/6/2018	1/6/2019	0.0185	2,000,000.00	Electric	051-0000-127.27-02	General		
47 First National Bank Fremont	CD	70053758526	3/5/2018	3/5/2019	0.0201	1,000,000.00	Electric	051-0000-127.27-02	General		
26 Pinnacle Fremont	CD	7200009933	3/16/2018	3/16/2019	0.0208	1,250,000.00	Electric	051-0000-127.27-02	General		
9 First National Bank Fremont	CD	70053761129	3/26/2018	3/26/2019	0.0211	2,000,000.00	Electric	051-0000-127.27-02	General		
14 First National Bank Fremont	CD	70053761131	3/26/2018	3/26/2019	0.0211	500,000.00	Gas	057-0000-127.27-02	General		
Pinnacle Fremont	CD	7200009835	6/23/2017	6/23/2019	0.0156	100,000.00	Electric	051-0000-127.27-02	General		
5 First National Bank	CD	70053707730	8/10/2017	8/10/2019	0.0157	175,000.00	Water	053-0000-126.00-00	Debt Service CD	76120501	
29 Cornerstone	CD	81277	9/22/2017	9/22/2019	0.0163	846,000.00	Electric	051-0000-126.00-00	Debt Service CD	76115901	
Cornerstone	CD	81278	9/22/2017	9/22/2019	0.0163	250,000.00	Electric	051-0000-123.00-00	Restricted Trust Fossil		
10 Pinnacle Fremont	CD	7200009931	3/13/2018	3/13/2020	0.0228	200,000.00	Water	053-0000-126.00-00	Debt Service CD	76111601	
11 Pinnacle Fremont	CD	7200009930	3/13/2018	3/13/2020	0.0228	1,750,000.00	Electric	051-0000-126.00-00	Debt Service CD	76111601	
21 Pinnacle Fremont	CD	7200009932	3/16/2018	3/16/2020	0.0228	750,000.00	Electric	051-0000-126.00-00	Debt Service CD	76100901/76117501	
First National Bank Fremont	CD	70053761130	3/26/2018	3/26/2020	0.0231	500,000.00	Water	053-0000-126.00-00	Debt Service CD	76116801/76100901	
17 First National Bank Fremont	CD	70053761132	3/26/2018	3/26/2020	0.0231	250,000.00	Sewer	055-0000-126.00-00	Debt Service	76120501	
						23,771,000.00					
Investments by Bank											
Pinnacle Fremont						14,400,000.00					
First National Bank						5,175,000.00					
First State Bank						2,600,000.00					
Cornerstone						1,596,000.00					
Nebraskaland Nat'l Bank											
						23,771,000.00					
Investments by Fund											
Electric						16,796,000.00					
Water						875,000.00					
Sewer						3,600,000.00					
Gas						2,500,000.00					
						23,771,000.00					

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Keith Kontor Water/Wastewater Superintendent  
Department of Utilities

DATE: 7-2-18

SUBJECT: ARC flash study

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Recommendation: Recommend City Council approve resolution awarding the project to JEO Consultants.

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### **BACKGROUND:**

The Fremont Wastewater Treatment Plant sent out an RFQ for an ARC flash Study to be completed on all electrical panels at the plant. This project will include ARC flash hazards, proper personal protective equipment (PPE), proper signage on Electrical panels and documentation. Staff reviewed the proposals and recommends to award the project to JEO Consultants.

Bidder	Total Bid
JEO Consultants	\$17,100.00
Thompson Innovation	\$17,510.00
CED/Eaton	\$20,500.00

**FISCAL IMPACT:** \$17,100.00 Budgeted project

## STAFF REPORT

TO: Utilities and Infrastructure Board (UIB)

FROM: Dave Goedeken, Director of Public Works

DATE: July 6, 2018

SUBJECT: Resolution authorizing approval of a Supplemental Agreement No. 1 to Program Agreement ZL1502 between, the City of Fremont, Village of Inglewood, and Nebraska Department of Transportation (NDOT) for the installation of Traffic Signals at the intersection of Broad Street (U.S. Hwy 77) and Cloverly Road.

Recommendation: UIB to recommend approval of the Resolution

**Background:** This is a Supplemental Agreement between the Nebraska Department of Transportation (NDOT), the City of Fremont, and the Village of Inglewood to design and construct permanent traffic signals and roadway improvement at the intersection of Broad Street (U.S. Hwy 77) and Cloverly Road. The NDOT will be the lead agency on this project, the NDOT will manage the design and construction of this project. The City has previously entered into Agreement ZL1502 with the NDOT and the Village of Inglewood for the construction of a temporary signal at this intersection, this agreement is a supplement that the original agreement.

The project is located partially within the corporate limits of both the City of Fremont and the Village of Inglewood.

**Fiscal Impact:** The cost of the project is being shared between the NDOT, the City of Fremont, and the Village of Inglewood. The City of Fremont's share is 25% of the total project cost, estimated at \$259,459.00. Actually project cost will be applied at the completion of the project.

**SUPPLEMENTAL AGREEMENT NO. 1**

PROJECT NO. NH-77-3(136)  
CONTROL NO. 22639  
CITY OF FREMONT AND VILLAGE OF INGLEWOOD  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
US-77 & CLOVERLY ROAD

**THIS SUPPLEMENTAL AGREEMENT** is between City of Fremont ("Fremont") and the Village of Inglewood ("Inglewood"), both of which are municipal corporations of the State of Nebraska ("Municipalities"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, Municipalities and State entered into an agreement (ZL1502) executed by State on September 22, 2015, hereinafter referred to as the "Original Agreement", that provided for the installation of a temporary traffic signal at US Highway 77 & Cloverly Road, under the designation of Project ELEC-77-3(1034), CN 22657, and

**WHEREAS**, Municipalities participated in the costs of said temporary traffic signal, and

**WHEREAS**, as part of the Original Agreement, Municipalities and State agreed a future project would be constructed to widen the Cloverly Road intersection and add permanent traffic signal, and

**WHEREAS**, State intends to construct intersection improvements at US-77 and Cloverly Road, as described in Section 1, under the designation of Project NH-77-3(136) formerly ELEC-77-3(1034), and

**WHEREAS**, Municipalities agreed to participate in the cost of the intersection improvements, and

**WHEREAS**, it now becomes necessary that the agreement be supplemented to describe the work and associated costs, and

**WHEREAS**, City of Fremont's Council has authorized its Mayor to sign this supplemental agreement, as evidenced by the Resolution of Fremont's Council, attached as Exhibit "C", and

**WHEREAS**, the Chair of Inglewood's Board is authorized to sign this supplemental agreement, as evidenced by the Resolution of Inglewood's Village Board, attached as Exhibit "D".

**NOW THEREFORE**, in consideration of these facts, the State and Municipality agree to the following:

**SECTION 1. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS**

The Parties agree State will develop plans to widen the US-77 and Cloverly Road intersection under the designation of Project NH-77-3(136), to add left-turn lanes to all four legs of the intersection, construct a permanent traffic signal, re-construct sidewalks, curb ramps, storm sewer, MS4 components, and other facilities as needed to accommodate the street widening. State will cause the improvements to be constructed in accordance with plans and specifications and the provisions of this Agreement.

**SECTION 2. MUNICIPALITIES' FINANCIAL RESPONSIBILITIES**

2.1 For the work added under Project NH-77-3(136), all costs, except Preliminary Engineering which will be paid for by State, will be considered a project cost for which each Municipality will participate at a 25% share. These costs will include acquisition of property rights, construction engineering and construction cost. The construction cost for surfacing the four through lanes of US-77 through the project will be deducted from the total construction cost and considered a non-participatory cost for the Municipalities. State's preliminary estimate of the total project cost less the cost of the non-participatory items is currently estimated to be \$1,037,835. However, Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed. The total Municipal share is estimated to be \$518,917 to be split evenly between the City of Fremont (\$259,459) and Village of Inglewood (\$259,459). A summary of the current cost estimate is attached as Exhibit "E", and incorporated herein by this reference.



- 2.2 Upon award of the construction contract, the State will invoice Municipalities \$45,000 each, which is approximately one month's advance of Municipalities' share of the construction costs, and will bill Municipalities thereafter in the amount of the Municipalities' share of the contractor's progress estimates. Municipalities shall pay the State within 30 calendar days of receipt of invoice from State. The final settlement between State and Municipalities will be made following final audits and when the final costs have been determined by the State.

### **SECTION 3. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)**

This Section 3. applies to the City of Fremont only.

As part of State's project, State is required by law to construct Municipal Separate Storm Sewer System ("MS4") facilities in accordance with State's MS4 Program. State's MS4 Program may be found in Chapter 3 of the Drainage Design and Erosion Control Manual at:

<http://www.transportation.nebraska.gov/roadway-design/dd-ec-manual.htm>. After construction, and in accordance with Neb.Rev.Stat. § 39-1339, Municipality will be obligated to identify all applicable MS4 maintenance requirements, and operate and maintain all MS4 components constructed with this project. Municipality agrees to maintain all MS4 components in accordance with State's MS4 Program and in accordance with manufacturer's recommendations. The following MS4 facilities are planned for the project:

- One Hydro-dynamic Separator.
- Typical maintenance of such structures requires inspection and cleanout of sediment and debris with a vacuum truck at least semi-annually. More frequent inspections and cleanout may be required depending on weather conditions and sediment loading. Municipality may seek State's approval for Municipality to use Municipality's MS4 maintenance guidance or requirements, if applicable.

### **SECTION 4. ROADWAY LIGHTING SYSTEM**

- 4.1 Ownership: The project roadway lighting system is the property of State.
- 4.2 Electrical Energy: Municipalities shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire



adjustment, and system testing. Municipalities shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting.

- 4.3 Repair and Maintenance Responsibilities: Municipalities shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, at Municipalitie's costs. Municipalitie's duties shall include, but are not limited to, the following:
- repair or replacement of all defective and burned out lamps;
  - routine cleaning of luminaires; and
  - repair or replacement of any part of the roadway lighting system.
- 4.4 Right to Recoup Costs: Municipalities shall be responsible for collecting from the responsible party all Municipalitie's costs for repairing damage to the lighting system.
- 4.5 Specifications and Standards: Municipalities agree that repair or replacement parts furnished by Municipalities in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.
- 4.6 Modifications: Municipalities shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

#### **SECTION 5. TRAFFIC SIGNAL EQUIPMENT**

Sections 4.8 through 4.11, Section 4.13 and Section 4.14 of the Original Agreement shall apply the same to the new signal system to be installed under Project NH-77-3(136) as they did to the signal system installed under the Original Agreement.

#### **SECTION 6. PERMISSION TO USE STATE RIGHT OF WAY**

State hereby grants to Municipalities permission to use the State ROW in the vicinity where roadway lighting system and traffic signal system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system and traffic signal system in accordance with this Agreement. Municipality further agrees to comply with SECTION 7. TRAFFIC CONTROL.

#### **SECTION 7. TRAFFIC CONTROL**

- 7.1 All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.

- 7.2 If either of the Municipalities is to perform or contract for any work on the state highway within the project limits, the Municipality performing the work will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its approved traffic control plan.
- 7.3 Municipalities' work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipalities shall use caution when working in State ROW.

#### **SECTION 8. RESOLUTION**

- 8.1 Fremont's Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "C" and incorporated herein by this reference.
- 8.2 The Village of Inglewood's Board has authorized the Village Chair to sign this Agreement, as evidenced by the Resolution of the Village Board attached as Exhibit "D" and incorporated herein by this reference.

#### **SECTION 9. ENTIRE AGREEMENT**

Except as specifically amended by this Supplemental Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the State and Municipalities have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESS:

CITY OF FREMONT

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

WITNESS:

VILLAGE OF INGLEWOOD

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Chairperson Village Board

EXECUTED by State this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Michael H. Owen, P.E.

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Timothy Weander, P.E.

  
\_\_\_\_\_  
District 2 Engineer

Project No. NH-77-3(136)  
Control No. 22639  
US-77 and Cloverly Road in Fremont and Inglewood

Page 6 of 6

Agreement No. ZL1502-01



**Project NH-77-3(136) Control No. 22639**  
**US-77/Cloverly RD, Inglewood**

Item Description	Estimated Quantity	Item Unit	Unit Price	Amount
ESTIMATE FOR TRAFFIC CONTROL DEVICES	1	Lump	\$ 28,000.00	\$ 28,000
FIELD OFFICE	1	each	\$ 2,565.67	\$ 2,566
MOBILIZATION	1	Lump	\$ 78,000.00	\$ 78,000
REMOVE PAVEMENT	558	SY	\$ 8.50	\$ 4,743
SAWING PAVEMENT	2938	LF	\$ 5.20	\$ 15,278
REMOVE WALK	712	SY	\$ 9.00	\$ 6,408
REMOVE INLET	8	EACH	\$ 699.00	\$ 5,592
EXCAVATION (EQ)	2300	CY	\$ 20.00	\$ 46,000
CONCRETE REPAIR	1	Lump	\$ 170,000.00	\$ 170,000
TIE BARS	1065	EACH	\$ 6.00	\$ 6,390
CONCRETE CLASS 47B-3000 SIDEWALKS 4"	871	SY	\$ 41.00	\$ 35,711
DETECTABLE WARNING PANEL	60	SF	\$ 31.00	\$ 1,860
CONCRETE CLASS 47B-3000 DRIVEWAY	1138	SY	\$ 75.00	\$ 85,350
9" CONCRETE BASE COURSE	1849	SY	\$ 57.00	\$ 105,393
RECONSTRUCT CURB INLET	10	EACH	\$ 1,800.00	\$ 18,000
ADJUST MANHOLE TO GRADE	4	EACH	\$ 666.00	\$ 2,664
MANHOLE AT STA 140+51	1	EACH	\$ 6,000.00	\$ 6,000
CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	30.88	CY	\$ 700.00	\$ 21,616
CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	2.56	CY	\$ 1,450.00	\$ 3,712
REINFORCING STEEL FOR INLET AND JUNCTION BOX	1882.33	LB	\$ 1.29	\$ 2,428
REINFORCING STEEL FOR COLLARS	184	LB	\$ 1.26	\$ 232
4" PERFORATED PIPE UNDERDRAIN	2420	LF	\$ 9.00	\$ 21,780
MISCELLANEOUS ITEMS FOR CULVERT GROUP	1	LUMP	\$ 25,000.00	\$ 25,000
MISCELLANEOUS ITEMS FOR LIGHTING GROUP	1	LUMP	\$ 20,000.00	\$ 20,000
MISCELLANEOUS ITEMS FOR TRAFFIC SIGNAL GROUP	1	LUMP	\$ 128,000.00	\$ 128,000
HYDRATED LIME/WARM MIX ASPHALT	1676	EACH	\$ 2.50	\$ 4,190
ASPHALTIC CONCRETE, TYPE LC	521	TON	\$ 104.34	\$ 54,361
ASPHALTIC CONCRETE, TYPE SPR	1155	TON	\$ 65.00	\$ 75,075
PERFORMANCE GRADED BINDER (58V-34)	36.5	TON	\$ 608.00	\$ 22,192
PERFORMANCE GRADED BINDER (58H-34)	39.3	TON	\$ 400.00	\$ 15,720
TACK COAT	2301	GAL	\$ 3.30	\$ 7,593
RENTAL OF LOADER, FULLY OPERATED	50	HOUR	\$ 89.54	\$ 4,477
RENTAL OF MOTOR GRADER, FULLY OPERATED	50	HOUR	\$ 70.55	\$ 3,528
RENTAL OF DUMP TRUCK, FULLY OPERATED	50	HOUR	\$ 87.08	\$ 4,354
RENTAL OF SKID LOADER, FULLY OPERATED	50	HOUR	\$ 89.95	\$ 4,498
WATER	14	MGAL	\$ 30.00	\$ 420
SUBGRADE PREPARATION	1849	SY	\$ 3.50	\$ 6,472
COLD MILLING, CLASS 3	5	STA	\$ 1,846.99	\$ 9,235
CONCRETE SURFACE MILLING	11	STA	\$ 2,800.00	\$ 30,800
RAP INCENTIVE PAYMENT	2885	EACH	\$ 1.00	\$ 2,885
SEEDING, TYPE A	1	ACRE	\$ 1,600.00	\$ 1,600
SODDING	16	SY	\$ 55.00	\$ 880
18" STORM SEWER PIPE, TYPE 1,7 OR 8	58	LF	\$ 74.00	\$ 4,292
30" STORM SEWER PIPE, TYPE 1,7 OR 8	32	LF	\$ 81.00	\$ 2,592
36" STORM SEWER PIPE, TYPE 1,7 OR 8	64	LF	\$ 94.00	\$ 6,016
TOTAL				\$ 1,101,901
2% Contingency				\$ 22,038
GRAND TOTAL ESTIMATED CONSTRUCTION COST				\$ 1,123,939

Non-Participatory Construction Items for Municipalities				
Item Description	Estimated Quantity	Item Unit	Unit Price	Amount
CONCRETE REPAIR	1	LUMP	\$ 170,000.00	\$ 170,000
HYDRATED LIME/WARM MIX ASPHALT	939	EACH	\$ 2.50	\$ 2,348
ASPHALTIC CONCRETE, TYPE LC	326	TON	\$ 104.34	\$ 34,015
ASPHALTIC CONCRETE, TYPE SPR	666	TON	\$ 65.00	\$ 43,290
PERFORMANCE GRADED BINDER (58V-34)	16.9	TON	\$ 608.00	\$ 10,275
PERFORMANCE GRADED BINDER (58H-34)	22.6	TON	\$ 400.00	\$ 9,040
TACK COAT	1205	GAL	\$ 3.30	\$ 3,977
RENTAL OF LOADER, FULLY OPERATED	30	HOUR	\$ 89.54	\$ 2,686
RENTAL OF MOTOR GRADER, FULLY OPERATED	30	HOUR	\$ 70.55	\$ 2,117
RENTAL OF DUMP TRUCK, FULLY OPERATED	30	HOUR	\$ 87.08	\$ 2,612
RENTAL OF SKID LOADER, FULLY OPERATED	30	HOUR	\$ 89.95	\$ 2,699
CONCRETE SURFACE MILLING	11	STA	\$ 2,800.00	\$ 30,800
RAP INCENTIVE PAYMENT	1686	EACH	\$ 1.00	\$ 1,686

Total Non Participatory Items	\$ 315,544
2% Contingency	\$ 6,311
Grand Total Non-Participatory Items	\$ 321,855

Adjusted Total without Non-Participatory Items	\$ 802,085
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Other Project Costs				
Estimated Property Rights Acquisition	1	LUMP	\$ 137,000.00	\$ 137,000
Construction Engineering	0.12	EACH	\$ 802,084.72	\$ 96,250
Construction Engineering (NDOT Audit)	1	EACH	\$ 2,500.00	\$ 2,500

Total Other Project Costs	\$ 235,750
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Grand Total Project Costs for Municipal Cost Share	\$ 1,037,835
Total Municipal Share (50%)	\$ 518,917
Total Share each Municipality (25%)	\$ 259,459

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, P.E. - Director of Public Works/City Engineer

DATE: July 5, 2018

SUBJECT: Preliminary Engineering Services Supplemental Agreement No. 5, Johnson Road Trail Project.

Recommendation: Approve Resolution
------------------------------------

**Background:** The City entered into a Preliminary Engineering Agreement with JEO Consulting Group on October 9, 2012 for the design of the Johnson Road Trail. There have been four subsequent Supplemental Agreements to this Agreement. Supplemental Agreement No. 5 is for work to engineering review of construction shop drawing. Additional fees for the work increase the contract from \$67,563.07 to \$68,354.35, an increase of \$791.28.

**Fiscal Impact:** There is an additional cost of \$791.28 for the design work, the City's share of the work is 20%.

**PRELIMINARY ENGINEERING  
SUPPLEMENTAL AGREEMENT #5  
BETWEEN  
CITY OF FREMONT  
AND  
JEO CONSULTING GROUP, INC.**

Agreement No.	BO1246-005
Effective (NTP) Date	5-21-2018
Supplement Amount	\$791.28
Total Agreement Amount	CPFF \$68,354.35

# **PROFESSIONAL SERVICES AGREEMENT** **SUPPLEMENT NO. #5**

CITY OF FREMONT  
JEO CONSULTING GROUP, INC.  
PROJECT NO. ENH-27(55)  
CONTROL NO. 22427  
FREMONT JOHNSON ROAD TRAIL

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Fremont ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") BO1246 and Supplemental Agreement #1- #4 providing for Consultant to provide preliminary engineering for LPA's Federal Aid project, and

**WHEREAS**, it is necessary that shop drawing be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement.

**WHEREAS**, it is the desire of LPA that the project be constructed under the designation of Project No. ENH-27(55), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

## **SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 5, attached and incorporated herein by this reference.

## **SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

LPA issued Consultant a written Notice-to-Proceed on May 21, 2018. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1-4, and this Supplemental Agreement by August 31, 2018.

## **SECTION 3. FEES AND PAYMENTS**

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1-4, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$7,697.13 to \$7,789.84, an increase of \$92.71. Actual costs are increased from \$57,302.24 to \$58,000.81, an increase of \$698.57. The total



Agreement No.	BO1246-005
Effective (NTP) Date	5-21-2018
Supplement Amount	\$791.28
Total Agreement Amount	CPFF \$68,354.35

agreement amount is increased from \$67,563.07 to \$68,354.35, an increase of \$791.28 which Consultant must not exceed without the prior written approval of the State.

**SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

**SECTION 5. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

**SECTION 6. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 7. CERTIFICATION OF LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

Agreement No.	BO1246-005
Effective (NTP) Date	5-21-2018
Supplement Amount	\$791.28
Total Agreement Amount	CPFF \$68,354.35

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

JEO CONSULTING GROUP, INC.  
Robert S. Brigham

\_\_\_\_\_  
President

STATE OF NEBRASKA     )  
  )ss.  
SAUNDERS COUNTY     )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF FREMONT  
Scott Getzschman

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

# Consultant Work Order

(Local Projects)

Project No.: ENH-27(55)		Control No.: 22427	
Consultant: (Name and Representative) JEO Consulting Group Inc., Julie Ogden		Agreement No.: BO1246	Work Order No.: 5
LPA: (Name and Representative) City of Fremont, Dave Goedeken		Constr. Change Order No.: (If applicable) NA	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) Review of shop drawings during construction</p>			
Work Title		Summary of Fee	
Shop Drawing Review		A. Total Direct Labor Cost	= 244.29
		B. Overhead (Factor * x A)	= 452.77
		C. A + B	= 697.06
		D. Profit/Fee (Factor ** x C)	= 92.71
*Overhead Factor:	185.34%	E. Direct Non-Labor Cost	= 1.51
**Profit/Fee Factor:	13.30%	F. Subconsultant Services	= 0.00
Total Fee Notes: FCCM = 0.62% of Direct Labor only		<b>TOTAL FEE: C + D + E + F</b>	= \$791.28
		<input type="checkbox"/> ESTIMATED TOTAL FEE:	
		<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Name: Julie Ogden Signature: [Signature] Date: 5/1/18

LPA:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LPS Unit Head Review (for PE Phase):

Name: Greg Wood Signature: [Signature] Date: 5/4/2018

LPS Manager or Construction Engineer (Construction Phase):

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notice to Proceed will be granted by email by:  
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:  
5/17/2018

Notice to Proceed Date:  
5/21/2018

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, September 17

**Exhibit "B"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
**for**

**Project Name:** Fremont Johnson Road Trail  
**Project Number:** ENH-27(55)  
**Control Number:** 22427

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Fremont Johnson Road Trail in the City of Fremont (Dodge County), Nebraska. The project consists of the following improvements: concrete trail construction with associated grading.

JEO Consulting Group Inc., (Consultant) shall provide assistance to Nebraska Department of Transportation (NDOT) and City of Fremont, (LPA), assistance shall be provided as noted in the scope of work below.

**B. CONSULTANT SHALL PROVIDE**

1. Review of Shop Drawings. Consultant shall review shop drawings provided electronically by NDOT Construction Division. The reviewed document shall be returned to NDOT electronically as well.
  - 3.1 For this project the anticipated shop drawing to be reviewed for the North Bridge include:
    - Modular Block Retaining Wall
    - Concrete Mix Design

**C. SCHEDULE**

1. Notice to Proceed: May 15, 2018
2. The Consultant shall provide services as requested by NDOT within the agreed to timeframe at the time the assistance is requested.



# Staffing Plan (CPFF)

# Construction Engineering - CWO#1

Project Name: Fremont Johnson Road Trail  
 Consultant: JEO Consulting Group Inc.  
 Consultant PM: Julie Ogden, jogden@jeo.com  
 LPA RC: Dave Goedecken  
 NDOR PC:  
 Date: April 27, 2018

Project Number: ENH-27(55)  
 Control Number: 22427



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	LAND	Landscape Designer
3	ENG	Project Engineer (Sr.)	8	DES1	Designer/CADD Tech
4	DES	Designer/CADD Tech (Sr.)	9	ADM	Administrative
5	SCC	Survey Crew Chief (Surveyor)	10	ES	Environmental Scientist

Overhead Rate <sup>[1]</sup>
185.34%
Fee for Profit Rate <sup>[2]</sup>
13.30%
FCCM (if applicable)
0.62%

## SPECIFIC RATES OF COMPENSATION TABLE

Template: T-WB-Generic SRC (rev 8-27-2015)

Employee Name	Job Title & Certifications <sup>[3]</sup>	Hourly Rate <sup>[4]</sup>	Billing Rate <sup>[5]</sup>	% Assigned
<b>Principal</b>				
	Specific Rate for Classification:			
<b>Project Manager</b>				
Julie Ogden, PE	Project Manager	\$48.79	\$158.04	50%
Steve Arens, PE	Sr. Project Engineer	\$53.94	\$174.72	50%
	Specific Rate for Classification:	\$51.37	\$166.38	
<b>Project Engineer (Sr.)</b>				
Steve Arens, PE	Sr. Project Engineer	\$53.94	\$174.72	20%
Jesse Sire, PE	Project Engineer	\$46.80	\$151.30	80%
	Specific Rate for Classification:	\$48.23	\$155.98	
<b>Designer/CADD Tech (Sr.)</b>				
	Specific Rate for Classification:			
<b>Survey Crew Chief (Surveyor)</b>				
	Specific Rate for Classification:			
<b>Survey Crew Member</b>				
	Specific Rate for Classification:			
<b>Landscape Designer</b>				
	Specific Rate for Classification:			
<b>Designer/CADD Tech</b>				
	Specific Rate for Classification:			
<b>Administrative</b>				
	Specific Rate for Classification:			
<b>Environmental Scientist</b>				
	Specific Rate for Classification:			

Consultant's Estimate of Hours

Construction Engineering - CWO#1

Project Name: Fremont Johnson Road Trail

Consultant: JEO Consulting Group Inc.

Consultant PM: Julie Ogden, jogden@jeo.com

LPA RC: Dave Goedeken

NDOR PC:

Date: April 27, 2018

Project Number: ENH-27(55)

Control Number: 22427

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SEC	SCM	LAND	DES1	ADM	ES	Total
1: Review of Shop Drawings		1	4								5
1.1 Shop Drawings		1	4								5

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	LAND	DES1	ADM	ES	Total
Total Days		0.13	0.5								1
Total Hours		1	4								5.0

Direct Expenses

Construction Engineering - CWO#1

Project Name: Fremont Johnson Road Trail

Project Number: ENH-27(55)

Consultant: JEO Consulting Group Inc.

Control Number: 22427

Consultant PM: Julie Ogden, jogden@jeo.com

LPA RC: Dave Goedeken

NDOR PC:

Date: April 27, 2018

Subconsultants:			Amount			
Subtotal						
Printing and Reproduction:	Qty	Unit Cost	Amount			
Subtotal						
Mileage/Travel:	Qty	Unit Cost	Amount			
Subtotal						
Lodging/Meals:	Qty	Unit Cost	Amount			
Subtotal						
Other Miscellaneous Costs:	Qty	Unit Cost	Amount			
Subtotal						
Material Testing:	Qty	Unit Cost	Material Testing:	Qty	Unit Cost	Amount
Subtotal						
TOTAL DIRECT EXPENSES						



Project Cost & Breakdown

Construction Engineering - CWO#1

Project Name:

Fremont Johnson Road Trail

Consultant:

JEO Consulting Group Inc.

Consultant PM:

Julie Ogden, jogden@jeo.com

LPA RC:

Dave Goedeken

NDOR PC:

Date:

April 27, 2018

Project Number:

ENH-27(55)

Control Number:

22427

LABOR COSTS			
Classification	Hours	Specific Rate	Amount
Principal			
Project Manager	1	\$51.37	\$51.37
Project Engineer (Sr.)	4	\$48.23	\$192.92
Designer/CADD Tech (Sr.)			
Survey Crew Chief (Surveyor)			
Survey Crew Member			
Landscape Designer			
Designer/CADD Tech			
Administrative			
Environmental Scientist			
Subtotal			\$244.29

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Material Testing:	
Subtotal	

TOTAL PROJECT COSTS	Amount
Labor Costs	\$244.29
Overhead @ 185.34%	\$452.77
Total Labor Costs	\$697.06
Fee for Profit Rate @ 13.30%	\$92.71
Facility Capital Cost of Money (FCCM) @ 0.620% (direct labor cost x FCCM%)	\$1.51
Direct Expenses	
TOTAL COST	\$791.28

LABOR COST BY MAJOR TASKS	Direct Labor	Overhead	Fixed Fee	Fac. Cap.	Amount
1. Review of Shop Drawings	\$244.29	\$452.77	\$92.71	\$1.51	\$791.28
	\$244.29	\$452.77	\$92.71	\$1.51	\$791.28

## STAFF REPORT

TO: Honorable Mayor and City Council  
Utility and Infrastructure Board

FROM: Brian Newton, City Administrator

DATE: July 10, 2018

SUBJECT: Verizon Tower Lease extension

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Recommendation: Motion to Approve amended lease with Verizon

---

### **BACKGROUND:**

The City signed a lease agreement with Altel Communications (doing business as Verizon Wireless) on May 11, 2015. The lease was for a 5-year term with a 3% annual increase in rent. Verizon requests the year lease be extended for six additional five-year terms. In exchange for a longer termed lease, Verizon will pay the City a one-time payment of \$7,500. The original annual escalation fee of 3% per year remains in effect.

Verizon permits the City to use the tower for a DU communications antenna without a charge.

**FISCAL IMPACT:** \$7,500 one-time receipt

## THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Fremont, Nebraska ("Landlord")** and **Alltel Communications of Nebraska LLC d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated May 11, 2015 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 15, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 1, 2015 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on July 31, 2040. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Fremont NE**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

delayed in Tenant's sole, reasonable discretion.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Fremont NE, Attn: Brian Newton, 400 E. Military Ave., Fremont, NE 68025; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties hereby agree that all of the terms, provisions, and agreements contained in Section 7 of the Lease are hereby deleted in their entirety and the following are inserted in lieu thereof:

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**LANDLORD:**

**City of Fremont, Nebraska,**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*



**TENANT:**

**Alltel Communications of Nebraska LLC d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

#### **PARCEL 1:**

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4-SE1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST OF THE 6TH P.M. IN DODGE COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION NINETEEN (19); THENCE SOUTH 0 DEGREES 00 MINUTES WEST (ASSUMED BEARING) ON THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION A DISTANCE OF 683.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO & NORTHWESTERN RAILROAD, NOW UNION PACIFIC RAILROAD; THENCE NORTH 78 DEGREES 59 MINUTES 20 SECONDS EAST ON SAID RIGHT OF WAY LINE A DISTANCE OF 517.8 FEET; THENCE NORTH 2 DEGREES 48 MINUTES WEST A DISTANCE OF 585.18 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4); THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 479.68 FEET TO THE POINT OF BEGINNING. ALSO REFERRED TO AS TAX LOT THIRTY-THREE (33) IN SAID SECTION.

#### **PARCEL 2:**

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (NW1/2 SE1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST OF THE 6TH P.M. IN DODGE COUNTY, NEBRASKA, LYING NORTH OF THE C. & N.W. RAILROAD RIGHT OF WAY, EXCEPT THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) IN SAID SECTION NINETEEN (19) MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION NINETEEN (19); THENCE SOUTH 0 DEGREES 00 MINUTES WEST (ASSUMED BEARING) ON THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION A DISTANCE OF 683.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE NORTH 78 DEGREES 59 MINUTES 20 SECONDS EAST ON SAID RIGHT OF WAY LINE A DISTANCE OF 517.8 FEET; THENCE NORTH 2 DEGREES 48 MINUTES WEST A DISTANCE OF 585.18 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4); THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 479.68 FEET TO THE POINT OF BEGINNING; AND EXCEPT THAT PART TAKEN BY THE STATE OF NEBRASKA FOR HIGHWAY. ALSO REFERRED TO AS TAX LOT THIRTY-FOUR (34) IN SAID SECTION.

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4-SE1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST, DODGE COUNTY, CITY OF FREDMONT, NEBRASKA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1-1/2" IRON PIPE MARKING THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE S87° 36' 18"W, 545.69 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S00° 00' 00"E, 73.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00° 00' 00"E, 75.00 FEET; THENCE N90° 00' 00"W, 75.00 FEET; THENCE N00° 00' 00"E, 75.00 FEET; THENCE N90° 00' 00"E, 75.00 FEET TO THE POINT OF BEGINNING. SAID LAND SPACE CONTAINS 5,625 SQUARE FEET (0.13 ACRES) MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED AND UNRECORDED.

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4-SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST, DODGE COUNTY, CITY OF FREMONT, NEBRASKA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1 - 1/2" IRON PIPE MARKING THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE S87° 36' 18"W, 545.69 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S00° 00' 00"E, 73.99 FEET; THENCE CONTINUE S00° 00' 00"E, 70.51 FEET ALONG THE EAST LINE OF THE PROPOSED LAND SPACE TO THE POINT OF BEGINNING; THENCE S62° 48' 55"E, 196.41 FEET, MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF THE EXISTING UNION PACIFIC RAILROAD. SAID LAND SPACE CONTAINS 196.41 LINEAR FEET MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED AND UNRECORDED.

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

## **EXHIBIT B**

### **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Alexander T. Maur, Esq.  
ATC Site No: 421517  
ATC Site Name: Ne 05 Ghost rider  
Assessor's Parcel No(s):

**Prior Recorded Lease Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: \_\_\_\_\_  
State of Nebraska  
County of Dodge

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between **City of Fremont, Nebraska ("Landlord")** and **Alltel Communications of Nebraska LLC d/b/a Verizon Wireless ("Tenant")**.

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated May 11, 2015 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 31, 2070. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 421517  
VZW Site No: 278407  
Site Name: NE 05 Ghost rider

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Fremont NE, Attn: Brian Newton, 400 E. Military Ave., Fremont, NE 68025; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**City of Fremont, Nebraska,**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**Alltel Communications of Nebraska LLC d/b/a  
Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESS**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_  
the undersigned Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity  
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]



## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

#### **PARCEL 1:**

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4-SE1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST OF THE 6TH P.M. IN DODGE COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION NINETEEN (19); THENCE SOUTH 0 DEGREES 00 MINUTES WEST (ASSUMED BEARING) ON THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION A DISTANCE OF 683.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO & NORTHWESTERN RAILROAD, NOW UNION PACIFIC RAILROAD; THENCE NORTH 78 DEGREES 59 MINUTES 20 SECONDS EAST ON SAID RIGHT OF WAY LINE A DISTANCE OF 517.8 FEET; THENCE NORTH 2 DEGREES 48 MINUTES WEST A DISTANCE OF 585.18 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4); THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 479.68 FEET TO THE POINT OF BEGINNING. ALSO REFERRED TO AS TAX LOT THIRTY-THREE (33) IN SAID SECTION.

#### **PARCEL 2:**

THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (NW1/2 SE1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST OF THE 6TH P.M. IN DODGE COUNTY, NEBRASKA, LYING NORTH OF THE C. & N.W. RAILROAD RIGHT OF WAY, EXCEPT THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) IN SAID SECTION NINETEEN (19) MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION NINETEEN (19); THENCE SOUTH 0 DEGREES 00 MINUTES WEST (ASSUMED BEARING) ON THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION A DISTANCE OF 683.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD; THENCE NORTH 78 DEGREES 59 MINUTES 20 SECONDS EAST ON SAID RIGHT OF WAY LINE A DISTANCE OF 517.8 FEET; THENCE NORTH 2 DEGREES 48 MINUTES WEST A DISTANCE OF 585.18 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4); THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 479.68 FEET TO THE POINT OF BEGINNING; AND EXCEPT THAT PART TAKEN BY THE STATE OF NEBRASKA FOR HIGHWAY. ALSO REFERRED TO AS TAX LOT THIRTY-FOUR (34) IN SAID SECTION.

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4-SE1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST, DODGE COUNTY, CITY OF FREDMONT, NEBRASKA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1-1/2" IRON PIPE MARKING THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE S87° 36' 18"W, 545.69 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S00° 00' 00"E, 73.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00° 00' 00"E, 75.00 FEET; THENCE N90° 00' 00"W, 75.00 FEET; THENCE N00° 00' 00"E, 75.00 FEET; THENCE N90° 00' 00"E, 75.00 FEET TO THE POINT OF BEGINNING. SAID LAND SPACE CONTAINS 5,625 SQUARE FEET (0.13 ACRES) MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED AND UNRECORDED.

ATC Site No: 421517

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## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4-SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE NINE (9) EAST, DODGE COUNTY, CITY OF FREMONT, NEBRASKA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1 - 1/2" IRON PIPE MARKING THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE S87° 36' 18"W, 545.69 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S00° 00' 00"E, 73.99 FEET; THENCE CONTINUE S00° 00' 00"E, 70.51 FEET ALONG THE EAST LINE OF THE PROPOSED LAND SPACE TO THE POINT OF BEGINNING; THENCE S62° 48' 55"E, 196.41 FEET, MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF THE EXISTING UNION PACIFIC RAILROAD. SAID LAND SPACE CONTAINS 196.41 LINEAR FEET MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED AND UNRECORDED.

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

## **Instructions for completing the Resolution and Consent Affidavit**

### *\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Alexander T. Maur, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s):

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**RESOLUTION AND CONSENT AFFIDAVIT**

**City of Fremont, Nebraska**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Alltel Communications of Nebraska LLC d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Land Lease Agreement dated May 11, 2015 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located,

ATC Site No: 421517

VZW Site No: 278407

Site Name: NE 05 Ghost rider

6. The Affiants hereby nominate the below listed individual (the “**Nominee**”) as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the “Transaction Documents”), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

- [SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State of Nebraska

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## STAFF REPORT

**TO:** Utility and Infrastructure Board

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** July 6, 2018

**SUBJECT:** Contract award for municipal financial advisor

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**Recommendation:** Approve staff's recommendation to award bid for municipal financial audit services to Ameritas Investment Corp and recommend to the City Council

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**Background:** The City has traditionally issued bonds for large capital improvements through a negotiated deal with the same underwriter, Ameritas Investment Corp. As staff considered the additional debt the City expects to issue in the next 18 months, and questions from Council about the cost of bonds issued, staff responded with a request for qualifications for a municipal financial advisor. Underwriters typically represent the interest of the investor first, not always the best interest of the City. A municipal financial advisor's first loyalty is to the City, with a goal of providing the independent, current advice needed to structure financing under the terms and conditions most advantageous to the City at the lowest possible cost. The Governmental Finance Officer's Association's best practice strongly recommends the use of municipal financial advisors for debt issuance.

Staff sent out requests for qualifications (RFQ's) to four firms with registered municipal financial advisors according to the Municipal Securities Rulemaking Board (MSRB) and all responded. The attached matrix summarizes the proposals for the four firms listed in alphabetic order. Due to the size of the proposals, proposals are available in the City Clerk's office and not included in this report.

The RFQ's were evaluated by staff, who found that the firm with the most experience in Nebraska municipal finance, both as advisors and underwriters, was also the least expensive, as noted in the matrix attached. The recommendation would be to award the contract for Municipal Financial Advisor services to Ameritas Investment Corp.

**Fiscal Impact:** Fees are as noted in the matrix, and are dependent on the size of bonds issued during the three-year period.

Qualifications MSRB					
Firm	Reg #	Experience	Responsiveness to RFQ	Pricing/fees	Add'l Info
Ameritas	A2110	Established in 1984. Since 2008, MA for \$1B offered on 34 separate issues in Nebraska, served as City's bond underwriter since 1985	Declined to include sample contract, otherwise adequate. Demonstrated significant experience in Nebraska Public Finance, including as MFA.	Issuance size:                      NTE: \$ 0M-\$ 5M                              0.200 % \$ 5M-\$10M                             0.175% \$10M-\$20M                            0.150% Over \$20M                             0.100%	Does not include bonds counsel fees, rating agency fees, cost of conducting a public sale of bonds, local counsel, CUSIP and MSRB fees associated with bonds or Paying Agent/Registrar and Dissemination Agent fees, if any
Columbia Capital	K0183	Established in 1996. In last five years, advised on approx. 300 transactions totaling approx. \$20B. No advising in Nebraska, predominately in Kansas, Illinois and Missouri	Exemplary response; although sample contract contained extensive use of "tbd" fields.	Currently Identified issuances: Library/Auditorium, Single Offering \$15k flat fee, Separate issuances \$14k each. Utility bonds, new money only \$29k flat fee, combined with Series 2013 refunding \$34k Future issues base fee(bf) plus %, with max fee (MF) GO: \$15k bf plus .09%, MF \$35k Pledged Rev Bonds \$15k bf plus .09%, MF \$45k, Bank Direct Purchase \$20k bf plus .09%, MF \$45k	Out of pocket not to exceed \$500 per transaction. Hrly rates for non-transaction related analysis or project work: Principal \$295, VP \$265, Analyst \$225, Administrative \$125

Qualifications MSRB					
Firm	Reg #	Experience	Responsiveness to RFQ	Pricing/fees	Add'l Info
DA Davidson	A0365	National firm established in 1935. In last five years, advised on ten issues totaling \$237M in Nebraska, mostly school districts and SIDs.	Adequate, listed last five years of issues with firm as Municipal and Finance Advisor nationwide, not just personnel on this engagement, Service overview referred to "District" rather than "City".	Charge on a per trans basis, \$7.5k min, \$45k max on any one given issue. Propose .25% for first \$2.5M and .225% for balance in excess.	Only firm to note regulatory actions taken against them. Hourly rates are \$240 for Senior VP and \$200 for VP.
First National Capital Markets	A5914	Two years of experience as MA in NE, eight issues for School districts totaling \$76M	Adequate	Annual fee of \$5k Plus fee based on Issuance size: \$ 0M-\$10M           0.50 % \$10M-\$20M        0.40% Over \$20M         0.35%	